

CALL NO. 104
CONTRACT ID. 134112
CARROLL COUNTY
FED/STATE PROJECT NUMBER HSIP 9010 025
DESCRIPTION PARK AVENUE (KY 36)
WORK TYPE GRADE & DRAIN WITH ASPHALT SURFACE
PRIMARY COMPLETION DATE 8/1/2014

LETTING DATE: <u>December 13,2013</u>

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME December 13,2013. Bids will be publicly announced at 10:00 AM EASTERN STANDARD TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 3%

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

TABLE OF CONTENTS

PART I SCOPE OF WORK

- PROJECT(S), COMPLETION DATE(S), & LIQUIDATED DAMAGES
- CONTRACT NOTES
- STATE CONTRACT NOTES
- FEDERAL CONTRACT NOTES
- SIGNIFICANT PROJECT -PROJECT TRAFFIC COORDINATOR
- SURFACING AREAS
- ASPHALT MIXTURE
- DGA BASE
- FUEL AND ASPHALT PAY ADJUSTMENT
- COMPACTION OPTION A
- SPECIAL NOTE(S) APPLICABLE TO PROJECT
- WASTE AND BORROW SITES
- COORDINATION OF WORK WITH OTHER CONTRACTS
- TYPICAL SECTION DIMENSIONS
- RIGHT OF WAY NOTES
- UTILITY CLEARANCE
- SKETCH MAP(S)
- DETAIL SHEET(S)

PART II SPECIFICATIONS AND STANDARD DRAWINGS

- SPECIFICATIONS REFERENCE
- SUPPLEMENTAL SPECIFICATION
- [SN-11M] SPECIAL NOTE FOR BARCODES ON PERMANENT SIGNS
- STANDARD DRAWINGS THAT APPLY ENTIRE LIST 2012

PART III EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

- FEDERAL-AID CONSTRUCTION CONTRACTS FHWA 1273
- NONDISCRIMINATION OF EMPLOYEES
- EXECUTIVE BRANCH CODE OF ETHICS
- PROJECT WAGE RATES LOCALITY 3 / FEDERAL & STATE
- NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO CARROLL

PART IV INSURANCE

PART V BID ITEMS

PART I SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 06

CONTRACT ID - 134112

HSIP 9010 025

COUNTY - CARROLL

PCN - 0602100361301 HSIP 9010 025

PARK AVENUE (KY 36) (MP 8.2) FROM FISHER AVENUE (8.200) TO 0.05 MILES EAST OF SHUERMAN AVE (8.500) (MP 8.5)GRADE & DRAIN WITH ASPHALT SURFACE

GEOGRAPHIC COORDINATES LATITUDE 38:40:55.00 LONGITUDE 85:09:40.00

COMPLETION DATE(S):

COMPLETED BY 08/01/2014

APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

SPECIAL NOTE FOR PIPE INSPECTION

Contrary to Section 701.03.08 of the 2012 Standard Specifications for Road and Bridge Construction and Kentucky Method 64-114, certification by the Kentucky Transportation Center for prequalified Contractors to perform laser/video inspection is not required on this contract. It will continue to be a requirement for the Contractor performing any laser/video pipe inspection to be prequalified for this specialized item with the Kentucky Transportation Cabinet-Division of Construction Procurement.

<u>REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN</u> <u>ENTITY</u>

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

The Kentucky Division of Forestry has imposed a quarantine in Anderson, Boone, Bourbon, Boyd, Boyle, Bracken, Campbell, Carroll, Fayette, Franklin, Gallatin, Garrard,

Grant, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Kenton, Oldham, Owen, Pendleton, Scott, Shelby, Trimble, and Woodford Counties to prevent the spread of an invasive insect, the emerald ash borer. Hardwood cut in conjunction with the project may not be removed from the county of its origin. Chipping or burning on site is the preferred method of disposal.

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

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

10/29/12



Steven L. Beshear Governor Lori H. Flanery Secretary

Room 383, Capitol Annex 702 Capital Avenue Frankfort, KY 40601-3462 (502) 564-4240 Fax (502) 564-6785

SECRETARY'S ORDER 11-004

FINANCE AND ADMINISTRATION CABINET

Vendor Document Disclosure

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

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

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

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

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



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

SPECIAL NOTE FOR RECIPROCAL PREFERENCE

Reciprocal preference to be given by public agencies to resident bidders

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

FEDERAL CONTRACT NOTES

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

102.02 Current Capacity Rating 102.10 Delivery of Proposals

102.08 Irregular Proposals 102.14 Disqualification of Bidders

102.09 Proposal Guaranty

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 63-35 DBE, within 10 days of the letting. This is necessary before the Awards Committee will review and make a recommendation. The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Plan/Subcontractor Request.

The DBE Participation Plan shall include the following:

- Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- Description of the work each is to perform including the work item, unit, quantity, unit price and total amount of the work to be performed by the individual DBE. The Project Code Number (PCN), Category Number, and the Project Line Number can be found in the "material listing" on the Construction Procurement website under the specific letting;
- 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;
- 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
- Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

- Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
- Whether the bidder provided solicitations through all reasonable and available means;
- 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;
- Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainly 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;
- 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;
- Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 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;
- 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;
- 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;
- 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

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 our 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/Pages/Subcontracts.aspx

Photocopied payments and completed form to be submitted to: Office of Civil Rights and Small Business Development 6 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.

09/14/11

CARROLL COUNTY HSIP 9010 025

Contract ID: 134112 Page 18 of 130

PROJECT TRAFFIC COORDINATOR (PTC)

Be advised this project is a significant project pursuant to section 112.03.12.

SURFACING AREAS

The mainline KY 36 surfacing width varies; please refer to the detail sheets for any widths needed.

The Department estimates the total mainline area to be surfaced with Class 3 Asphalt Surface 0.38B PG64-22 to be 9,650 sq. yards.

ASPHALT MIXTURE

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

DGA BASE

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

FUEL AND ASPHALT PAY ADJUSTMENT

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

OPTION A

Be advised that the Department will accept compaction of asphalt mixtures furnished for driving lanes and ramps, at 1 inch (25mm) or greater, on this project according to OPTION A in accordance with Section 402 and Section 403 of the current Standard Specifications. The Department will require joint cores as described in Section 402.03.02 for surface mixtures only. The Department will accept compaction of all other asphalt mixtures according to OPTION B.

INCIDENTAL SURFACING

The Department has included in the quantities of asphalt mixtures and Class 3 Asphalt Surface 0.38B PG64-22 established in the proposal estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, curve widening, ramp gores and tapers, and road and street approaches, as applicable. Pave these areas to the limits as shown on Standard Drawing RPM-110-06 or as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, pave the crossroads as directed by the Engineer. Surface or resurface incidental surfacing areas as directed by the Engineer. The Department will not measure placing and compacting asphalt mixtures and Class 3 Asphalt Surface 0.38B PG64-22 for separate payment but shall be incidental to the Contract unit price for the asphalt mixtures and Class 3 Asphalt Surface 0.38B PG64-22 as applicable.

CLEARING AND GRUBBING

Contrary to section 202 of the standard specifications, no direct payment will be allowed for clearing and grubbing on this project.

EDGE KEY

This work includes cutting out the existing asphalt surface to a minimum depth and width as detailed elsewhere in the plans so that the new surface may heel into the existing surface. The contract unit price bid linear foot (per meter) for "edge key" includes all necessary materials, labor and equipment necessary to perform the work and dispose of the removed asphalt material.

SPECIAL NOTE FOR STAKING

In addition to the requirements of Section 201, perform the following:

- 1. Contrary to Section 201.03.01, perform items 1-3 usually performed by the Engineer; and
- 2. Verify intersection and lane profile and alignment to match existing and prepare a Drainage Development Worksheet to provide for positive drainage upon completion of construction; and
- 3. Prior to incorporating into the work, obtain the Engineers approval of all designs and revisions to be provided by the Contractor; and
- 4. Produce and furnish to the Engineer "As Built" plans; and
- 5. Perform any and all other staking operations required to control and construct the work.

SPECIAL NOTE FOR PAVEMENT WIDENING

I. DESCRIPTION

Except as specified herein, construct Class 3 Asphalt Surface 0.38B PG64-22 in accordance with the Department's Standard and Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions, and as directed by the Engineer. Section references are to the Standard Specifications. Furnish all materials, labor, equipment, and incidentals for the following work:

(1) Remove existing asphalt pavement, curb and gutter and backfill and replace with Class 3 Asphalt Surface 0.38B PG64-22 and reconstructed curb and gutter; (2) Maintain and control traffic; and (3) All other work specified as part of this contract.

II. MATERIALS

The Department will sample and test all materials according to the Department's Sampling Manual. Make the materials available for sampling a sufficient time in advance of use, to allow for the necessary time for testing, unless otherwise specified in these notes.

- A. Maintain and Control Traffic. See Traffic Control Plan.
- B. Dense Graded Aggregate. Do not furnish Crushed Stone Base in lieu of DGA.
- C. Class 3 Asphalt Surface 0.38B PG64-22.
- D. Class 3 Asphalt Base 1.00D PG64-22.
- **E. Joint Adhesive.** See Special Note for Joint Adhesive.
- **F. Traffic Signal Loops.** See Special Notes For Traffic Signal Saw Cut Loop Replacement.

III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Be responsible for all site preparation, including but not limited to, incidental excavation and backfilling; removal of all obstructions or any other items; disposal of materials; sweeping and removal of debris; temporary and permanent erosion and pollution control; final dressing, clean up, and sodding; and all incidentals. Perform all Site Preparation only as approved or directed by the Engineer.
- **C. Pavement Removal.** Consider pavement removal locations and dimensions shown on the drawings to be approximate only; the Engineer will determine exact locations and dimensions at the time of construction. Prior to removal, saw-cut existing asphalt and concrete pavement at locations directed by the Engineer to provide a neat edge where new concrete will adjoin existing concrete. Remove existing curb and gutter and underlying DGA or other stone base as necessary to provide for the specified thickness of the replacement pavement.
- **D. Asphalt Pavement Replacement.** Prior to pavement removal and placing Class 3 Asphalt Surface 0.38B PG64-22, obtain the Engineer's approval of proposed method of construction for ensuring and establishing a

smooth profile. Immediately after removing existing pavement, stabilize the base as directed by the Engineer with DGA and place the replacement pavement in a continuous operation in accordance with the Traffic Control Plan Phasing and as directed by the Engineer. Construct the Class 3 Asphalt Surface 0.38B PG64-22 to transition the finished grade to match adjacent pavement that is to remain in place; therefore, the Actual thickness of the pavement may be greater than 1.25 inches in some areas. Consolidate the asphalt, strike off, machine finish with a vibrating or roller screed, and straightedge the asphalt with a straightedge conforming to Section 501.02.18. Test the profile of the finished pavement with a 10 foot straightedge according to Section 501.03.19. Provide positive drainage upon completion of construction.

- **E. Joint Adhesive.** Saw, clean, and seal transverse and longitudinal joints as shown on the Standard Drawings and as directed the Engineer.
- **F. Traffic Signal Loops.** See Special Notes For Traffic Signal Saw Cut Loop Replacement. Protect lead wires from each loop to the junction box during each phase of the construction sequence at no additional cost to the Department.
- **G. Disposal of Waste.** Dispose of all waste and debris off the right-of-way at sites obtained by the Contractor at no additional cost to the Department. See Special Note for Waste and Borrow.
- H. Pavement Markings. See Traffic Control Plan.
- **I. On-Site Inspection.** Prior to submitting a bid, make a thorough inspection of the site and become thoroughly familiar with the existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid as evidence of this inspection having been made. The Department will not honor any claims resulting from site conditions.
- **J. Property Damage and Restoration.** Be responsible for all damage to public and/or private property resulting from the work. Repair or replace all damaged roadway features in like kind materials and design at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner at no additional cost to the Department or the owner.
- **K. Caution.** Consider information shown on the drawings and in this proposal and the types and quantities of work listed are approximate only, and not as an accurate or complete evaluation of the material and conditions to be encountered during construction. The bidder must draw his own conclusion as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation or Contract time if the conditions encountered are not in accordance with the information shown.
- L. Utility Clearance & Coordination with Utility Companies. The Department has not located utilities. Locate all underground, above ground and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs as a result of the work. Any intentional or accidental disruption of any individual gas, water or sewer service caused by any of the contractor's operations without three days advance notice to the utility owner shall be cause for the Cabinet to charge liquidated damages in the amount of five hundred dollars per day (\$500/day) per occurrence against the contractor until such time as service is restored.

- **M. Final Dressing, Clean Up, and Sodding.** After all work is completed, remove all waste and debris from the construction sites. Sod all disturbed areas.
- **N. Coordination of Work.** Be advised that other projects may be in progress within or in the near vicinity of this project. Take into consideration that the traffic control of those projects may affect this project and the traffic control of this project may affect those projects. Coordinate the work on this project with the work of the other contractors. In case of a conflict, the Engineer will determine the relative priority to give to work phasing on the various projects.

IV. METHOD OF MEASUREMENT

The Department will measure only the bid items listed. All other items required to complete the construction shall be incidental to the listed bid items.

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Other than the bid items listed, The Department will not measure Site Preparation for payment, but shall be incidental to the other items of the work.
- C. Class 3 Asphalt Surface 0.38B PG64-22, Class 3 Asphalt Surface 1.00D PG64-22. See Section 502.04.01 and Section 501.04.01.
- **D. Joint Adhesive.** The Department will measure Joint Adhesive for payment in linear feet.
- **E. Signal Loops.** See Special Notes For Traffic Signal Saw Cut Loop Replacement.
- **F. Pavement Removal**. Pavement Removal will be measured under the items Asphalt Pavement Milling and Texturing for existing roadway section and Roadway Excavation for roadway widening. Saw Cutting pavement will be incidental to Roadway Excavation.

V. BASIS OF PAYMENT

The Department will make payment only for the bid items listed. All other items required to complete the construction shall be incidental to the bid items listed.

- A. Maintain and Control Traffic. See Traffic Control Plan.
- B. Class 3 Asphalt Surface 0.38B PG64-22. See Section 502.05.
- C. Signal Loops. See Special Notes For Traffic Signal Saw Cut Loop Replacement.
- **D. Joint Adhesive.** See Special Notes For Longitudinal Pavement Joint Adhesive.
- **E. Pavement Removal**. Pavement Removal will be paid under the items Asphalt Pavement Milling and Texturing for existing roadway section and Roadway Excavation for roadway widening. Saw Cutting pavement will be incidental to Roadway Excavation.

TRAFFIC CONTROL PLAN

TRAFFIC CONTROL GENERAL

Except as provided herein, maintain and control traffic in accordance with the Standard and Supplemental Specifications and the Standard and Sepia Drawings, current editions. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic".

Contrary to Section 106.01, furnish new, or used in like new condition, traffic control devices at the beginning of the work and maintain in like new condition until completion of the work.

PROJECT PHASING & CONSTRUCTION PROCEDURES

Maintain all lanes open to traffic and perform no work during the following days:

December 28, 2013-January 1, 2014 April 18-20, 2014 May 23-26, 2014 July 4-6, 2014

New Year's Holiday
Easter Weekend
Memorial Day Weekend
Independence Day

The Engineer may specify additional days and hours when lane closures will not be allowed.

On KY 36, maintain at least one lane of traffic in each direction at all times

The Engineer may specify additional days and hours when lane closures will not be allowed.

On KY 36, maintain at least one lane of traffic in each direction at all times during construction. Provide a minimum clear lane width of 10 feet; however, provide for passage of vehicles of up to 16 feet in width. If traffic should be stopped due to construction operations, and a school bus on an official run arrives on the scene, make provisions for the passage of the bus as quickly as possible. Maintain traffic at all commercial and residential entrances at all times.

Achieve full cure Class 3 Asphalt Surface 0.38B PG64-22 during working hours only. Open Class 3 Asphalt Surface 0.38B PG64-22 on schedule.

Take these restrictions into account in submitting bid. The Department will not consider any claims for money or grant contract time extensions for any delays to the Contractor as a result of these restrictions.

PUBLIC INFORMATION PLAN

This project is considered a significant project according to Section 112.03.12. The Department will prepare a public information plan. Submit a proposed schedule of lane closures to the Engineer for approval 14 calendar days prior to beginning work. Notify the Engineer immediately and obtain the Engineer's approval of any proposed deviations from the approved work schedule.

SIGNS

Contrary to section 112.04.02, only long term signs (signs intended to be continuously in place for more than 3 days) will be measured for payment; short term signs (signs intended to be left in place for 3 days or less) will not be measured for payment but will be incidental to Maintain and Control Traffic.

CHANGEABLE MESSAGE SIGNS

Provide changeable message signs in advance of and within the project at locations determined by the Engineer. If work is in progress concurrently in both directions or if more than one lane closure is in place in the same direction of travel, provide additional changeable message signs as directed by the Engineer. The Engineer will determine the messages to be displayed. In the event of damage or mechanical/electrical failure, repair or replace the Changeable Message Sign within 24 hours. The Department will measure for payment the maximum number of Changeable Message Signs in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual Changeable Message Signs only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged Changeable Message Signs or for signs the Engineer directs be replaced due to poor condition or readability. Retain possession of the Changeable Message Signs upon completion of the work.

ARROW PANELS

Use arrow panels as shown on the Standard Drawings or as directed by the Engineer. The Department will measure for payment the maximum number of arrow panels in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual Arrow Panels only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged Arrow Panels or for panels signs the Engineer directs be replaced due to poor condition or readability for payment. Retain possession of the Arrow Panels upon completion of the work.

TEMPORARY ENTRANCES

The Engineer will require the Contractor to provide minimal access to farms, single family, duplex, or triplex residential properties during working hours. Provide reasonable ingress and egress to each such property when actual operations are not in progress at that location. Limit the time during which a farm or residential entrance is blocked to the minimum length of time required for actual operations, not extended for the Contractor's convenience, and in no case exceeding six (6) hours. Notify all residents twenty-four hours in advance of any driveway or entrance closings and make any accommodations necessary to meet the access needs of disabled residents.

Maintain direct access to all side streets and roads, schools, churches, commercial properties and apartments or apartment complexes of four or more units during non working hours.

The Department will measure asphalt materials required to construct and maintain any temporary entrances which may be necessary to provide temporary access; however, the Department will not measure aggregates, excavation, and/or embankment, but shall be incidental to Maintain and Control Traffic. The Engineer will determine the type of surfacing material, asphalt or aggregate, to be used at each entrance.

EXISTING TRAFFIC SIGNS

Any signs that conflict with temporary traffic control signs shall be covered or removed. All existing traffic signs that are covered shall be maintained and/or replaced during construction at the contractor's expense. All existing traffic signs that are removed shall be replaced at the contractor's expense.

PAVEMENT EDGE DROP-OFFS

Do not allow a pavement edge between opposing directions of traffic or lanes that traffic is expected to cross in a lane change situation with an elevation difference greater than 1½". Place Warning signs (MUTCD W8-11 or W8-9A) in advance of and at 1500' intervals throughout the drop-off area. Dual post the signs on both sides of the traveled way. Wedge all transverse transitions between resurfaced and unresurfaced areas which traffic may cross with asphalt mixture for leveling and wedging. Remove the wedges prior to placement of the final surface course.

Protect pavement edges that traffic is not expected to cross, except accidentally, as follows:

Less than 2" - No protection required.

2" to 4" - Place plastic drums, vertical panels, or barricades every 50 feet. During daylight working hours only, the Engineer will allow the Contractor to use cones in lieu of plastic drums, panels, and barricades. Wedge the drop-off with DGA or asphalt mixture for leveling and wedging with a 1:1 or flatter slope in daylight hours, or 3:1 or flatter slope during nighttime hours, when work is not active in the drop-off area.

Greater than 4" - Protect drop-offs greater than 4 inches within 10 feet of traffic by placing drums, vertical panels, or barricades every 25 feet. The Engineer will not allow the use of cones in lieu of drums, vertical panels, or barricades for drop-offs greater than 4". Place Type III Barricades directly in front of the drop-off facing on coming traffic in both directions of travel. Provide warning signs as shown on the Standard Drawings or as directed by the Engineer. Refill drop-off areas greater than 4 inches with Class 3 Asphalt Surface 0.38B PG64-22 the same day as excavated. The Engineer will not permit or allow drop-offs greater than 4 inches within 10 feet of traffic during non working hours.

Pedestrians & Bicycles - Protect pedestrian and bicycle traffic as directed by the engineer.

USE AND PLACEMENT OF CHANGEABLE MESSAGE SIGNS

The following policy is based upon current Changeable Message Signs (CMS) standards and practice from many sources, including the Federal Highway Administration (FHWA), other State Departments of Transportation, and Traffic Safety Associations. It is understood that each CMS installation or use requires individual consideration due to the specific location or purpose. However, there will be elements that are constant in nearly all applications. Accordingly these recommended guidelines bring a level of uniformity, while still being open to regional experience and engineering judgment.

Application

The primary purpose of CMS is to advise the driver of unexpected traffic and routing situations. Examples of applications where CMS can be effective include:

- Closures (road, lane, bridge, ramp, shoulder, interstate)
- Changes in alignment or surface conditions
- Significant delays, congestion
- Construction/maintenance activities (delays, future activities)
- Detours/alternative routes
- Special events with traffic and safety implications
- Crash/incidents
- Vehicle restrictions (width, height, weight, flammable)
- Advance notice of new traffic control devices
- Real-time traffic conditions (must be kept up to date)
- Weather/driving conditions, environmental conditions, Roadway Weather Information Systems
- Emergency Situations
- Referral to Highway Advisory Radio (if available)
- Messages as approved by the County Engineer's Office

CMS should not be used for:

- Replacement of static signs (e.g. road work ahead), regulatory signage (e.g. speed limits), pavement markings, standard traffic control devices, conventional warning or guide signs.
- Replacement of lighted arrow board
- Advertising (Don't advertise the event unless clarifying "action" to be taken by driver e.g. Speedway traffic next exit)
- Generic messages
- Test messages (portable signs only)
- Describe recurrent congestion (e.g. rush hour)
- Public service announcements (not traffic related)

Messages

Basic principles that are important to providing proper messages and insuring the proper operation of a CMS are:

- Visible for at least ½ mile under ideal daytime and nighttime conditions
- Legible from all lanes a minimum of 650 feet
- Entire message readable twice while traveling at the posted speed
- No more than two message panels should be used (three panels may be used on roadways where vehicles are traveling less than 45 mph). A panel is the message that fits on the face of the sign without flipping or scrolling.
- Each panel should convey a single thought; short and concise
- Do not use two unrelated panels on a sign
- Do not use the sign for two unrelated messages
- Should not scroll text horizontally or vertically
- Should not contain both the words left and right
- Use standardized abbreviations and messages
- Should be accurate and timely
- Avoid filler/unnecessary words and periods (hazardous, a, an, the)
- Avoid use of speed limits
- Use words (not numbers) for dates

Placement

Placement of the CMS is important to insure that the signs are visible to the driver and provides ample time to take any necessary action. Some of the following principles may only be applicable to controlled access roadways. The basic principles of placement for a CMS are:

- When 2 signs are needed, place on same side of roadway and at least 1,000 feet apart
- Place behind semi-rigid/rigid protection (guardrail, barrier) or outside of the clear zone
- Place 1,000 feet in advance of work zone; at least one mile ahead of decision point
- Normally place on right side of roadway; but should be placed closest to the affected lane so that either side is acceptable
- Signs should not be dual mounted (one on each side of roadway facing same direction)
- Point trailer hitch downstream
- Secure to immovable object to prevent theft (if necessary)
- Do not place in sags or just beyond crest
- Check for reflection of sun to prevent the blinding of motorist
- Should be turned ~3 degrees outward from perpendicular to the edge of pavement
- Bottom of sign should be 7 feet above the elevation of edge of roadway
- Should be removed when not in use

Standard Abbreviations

The following is a list of standard abbreviations to be used on CMS.

Word	Abbrev.	Example
Access	ACCS	ACCIDENT AHEAD/USE ACCS RD NEXT RIGHT
Alternate	ALT	ACCIDENT AHEAD/USE ALT RTE NEXT RIGHT
Avenue	AVE	FIFTH AVE CLOSED/DETOUR NEXT LEFT
Blocked	BLKD	FIFTH AVE BLKD/MERGE LEFT
Boulevard	BLVD	MAIN BLVD CLOSED/USE ALT RTE
Bridge	BRDG	SMITH BRDG CLOSED/USE ALT RTE
Cardinal Directions	N, S, E, W	N I75 CLOSED/ DETOUR EXIT 30
Center	CNTR	CNTR LANE CLOSED/MERGE LEFT
Commercial	COMM	OVRSZ COMM VEH/USE 1275
Condition	COND	ICY COND POSSIBLE
Congested	CONG	HVY CONG NEXT 3 MI
Construction	CONST	CONST WORK AHEAD/EXPECT DELAYS
Downtown	DWNTN	DWNTN TRAF USE EX 40
Eastbound	E-BND	E-BND I64 CLOSED/DETOUR EXIT 20
	E-BND EMER	E-BND 104 CLOSED/DETOUR EATT 20 EMER VEH AHEAD/PREPARE TO STOP
Emergency Entranga Enter	EX, EXT	DWNTN TRAF USE EX 40
Entrance, Enter	EXPWY	WTRSN EXPWY CLOSED/DETOUR EXIT 10
Expressway	FRWY, FWY	GN SYNDR FWY CLOSED/DETOUR EXIT 15
Freeway Hazardous Materials	HAZMAT	HAZMAT IN ROADWAY/ALL TRAF EXIT 25
	HWY	ACCIDENT ON AA HWY/EXPECT DELAYS
Highway Hour	HR	ACCIDENT ON AA HWY/2 HR DELAY
Information	INFO	TRAF INFO TUNE TO 1240 AM
	I	
Interstate		E-BND I64 CLOSED/DETOUE EXIT 20
Lane Left	LN LFT	LN CLOSED/MERGE LEFT LANE CLOSED/MERGE LFT
	LOC	
Local Maintenance	MAINT	LOC TRAF USE ALT RTE MAINT WRK ON BRDG/SLOW
	MAJ	MAJ DELWAYS 175/USE ALT RTE
Major Mile	MI	ACCIDENT 3 MI AHEAD/ USE ALT RTE
Minor	MNR	ACCIDENT 3 MI MAR DELAY
Minutes	MIN	ACCIDENT 3 MI/30 MIN DELAY
Northbound	N-BND	N-BND I75 CLOSED/ DETOUR EXIT 50
Oversized	OVRSZ	OVRSZ COMM VEH/USE 1275 NEXT RIGHT
	PKING	EVENT PKING NEXT RGT
Parking	· -	CUM PKWAY TRAF/DETOUR EXIT 60
Parkway	PKWY PREP	ACCIDENT 3 MIL/PREP TO STOP
Prepare	RGT	EVENT PKING NEXT RGT
Right Road	RD	HAZMAT IN RD/ALL TRAF EXIT 25
Roadwork	RDWK	RDWK NEXT 4 MI/POSSIBLE DELAYS
Route	RTE	MAJ DELAYS 175/USE ALT RTE
Shoulder	SHLDR	SHLDR CLOSED NEXT 5 MI
	SLIP	SLIP COND POSSIBLE/ SLOW SPD
Slippery Southbound	S-BND	S-BND I75 CLOSED/DETOUR EXIT 50
	SPD	SLIP COND POSSIBLE/ SLOW SPD
Speed		
Street	ST	MAIN ST CLOSED/USE ALT RTE
Traffic Value	TRAF	CUM PKWAY TRAF/DETOUR EXIT 60
Vehicle Wasthound	VEH W DND	OVRSZ COMM VEH/USE 1275 NEXT RIGHT
Westbound	W-BND	W-BND I64 CLOSED/DETOUR EXIT 50
Work	WRK	CONST WRK 2MI/POSSIBLE DELAYS

Standard Abbreviations

The following is a list of standard abbreviations to *NOT* be used on CMS.

Certain abbreviations are prone to inviting confusion because another word is abbreviated or could be abbreviated in the same way. DO NO USE THESE ABBREVIATIONS.

Intended Word	Word Erroneously Given
Accident	Access (Road)
Clears	Colors
Delay	Daily
Feeder	Federal
Left	Lane (merge)
Local	Location
Light (traffic)	Left
Parking	Park
Pollution (index)	Poll
Reduce	Red
Stadium	Standard
Temporary	Temperature
Warning	Wrong
	Accident Clears Delay Feeder Left Local Light (traffic) Parking Pollution (index) Reduce Stadium Temporary

TYPICAL MESSAGES

The following is a list of typical messages used on CMS. The list consists of the reason or problem that you want the driver to be aware of and the action that you want the driver to take.

Reason/Problem	<u>Action</u>
ACCIDENT	ALL TRAFFIC EXIT RT
ACCIDENT/XX MILES	AVOID DELAY USE XX
XX ROAD CLOSED	CONSIDER ALT ROUTE
XX EXIT CLOSED	DETOUR
BRIDGE CLOSED	DETOUR XX MILES
BRIDGE/(SLIPPERY, ICE, ETC.)	DO NOT PASS
CENTER/LANE/CLOSED	EXPECT DELAYS
DELAY(S), MAJOR/DELAYS	FOLLOW ALT ROUTE
DEBRIS AHEAD	KEEP LEFT
DENSE FOG	KEEP RIGHT
DISABLED/VEHICLE	MERGE XX MILES
EMER/VEHICLES/ONLY	MERGE LEFT
EVENT PARKING	MERGE RIGHT
EXIT XX CLOSED	ONE-WAY TRAFFIC
FLAGGER XX MILES	PASS TO LEFT
FOG XX MILES	PASS TO RIGHT
FREEWAY CLOSED	PREPARE TO STOP
FRESH OIL	REDUCE SPEED
HAZMAT SPILL	SLOW
ICE	SLOW DOWN
INCIDENT AHEAD	STAY IN LANE
LANES (NARROW, SHIFT, MERGE, ETC.)	STOP AHEAD
LEFT LANE CLOSED	STOP XX MILES
LEFT LANE NARROWS	TUNE RADIO 1610 AM

LEFT 2 LANES CLOSED

LEFT SHOULDER CLOSED

LOOSE GRAVEL

MEDIAN WORK XX MILES

MOVING WORK ZONE, WORKERS IN ROADWAY

NEXT EXIT CLOSED

NO OVERSIZED LOADS

NO PASSING NO SHOULDER

ONE LANE BRIDGE

PEOPLE CROSSING

RAMP CLOSED

RAMP (SLIPPERY, ICE, ETC.)

RIGHT LANE CLOSED

RIGHT LANE NARROWS

RIGHT SHOULDER CLOSED

ROAD CLOSED

ROAD CLOSED XX MILES

ROAD (SLIPPERY, ICE, ETC.)

ROAD WORK

ROAD WORK (OR CONSTRUCTION) (TONIGHT, TODAY, TOMORROW, DATE)

ROAD WORK XX MILES

SHOULDER (SLIPPERY, ICE, SOFT, BLOCKED, ETC.)

NEW SIGNAL XX MILES

SLOW 1 (OR 2) - WAY TRAFFIC

SOFT SHOULDER

STALLED VEHICLES AHEAD

TRAFFIC BACKUP

TRAFFIC SLOWS

TRUCK CROSSING

TRUCKS ENTERING

TOW TRUCK AHEAD

UNEVEN LANES

WATER ON ROAD

WET PAINT

USE NN ROAD
USE CENTER LANE
USE DETOUR ROUTE
USE LEFT TURN LANE
USE NEXT EXIT
USE RIGHT LANE

WATCH FOR FLAGGER WORKERS AHEAD

WORK ZONE XX MILES

TRAFFIC CONTROL FOR DURABLE PAVEMENT MARKINGS AND THERMOPLASTIC STRIPING

Except as provided herein, maintain and control traffic in accordance with the Standard and Supplemental Specifications and the Standard and Sepia Drawings, current editions. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic". Contrary to Section 106.01, furnish new, or used in like new condition traffic control devices at the beginning of the work and maintain in like new condition until completion of the work. Do not install Thermoplastic Markings on bridge decks. Provide ingress and egress to all ramps, side roads and entrances at all times.

MULTI-LANE ROADWAYS

Place durable markings and thermoplastic striping behind stationary lane closures or as a mobile operation. Obtain the engineers approval for stationary lane closures prior to use. Sign approved stationary lane closures according to Standard Drawings TTC-115-02. If the contractor desires an interior lane closure, prepare a plan and obtain the Engineer's approval prior to use. Perform mobile operations according to Standard Drawing TTS-120-01 and TTS-125-01. Install the signs for mobile operations on approved temporary mountings on both sides of the traveled way.

Restrict the work area to not more than one lane of traffic plus 24 inches maximum of only one adjacent lane in each direction of travel. Provide a minimum lane width of 10 feet; however, provide for passage of vehicles of up to 16 feet in width. Limit the length of a lane closure to not exceed 1 mile in urban areas or 3 miles in rural areas as designated by the Engineer. Do not erect more than one lane closure in each direction of travel unless there is at least 2 miles separation between lane closures and both lane closures are in the same lane.

SPECIAL NOTES FOR TRAFFIC SIGNAL SAW CUT LOOP REPLACEMENT

I. DESCRIPTION. Loop replacement shall be performed in accordance with the Department's Standard Specifications (current edition), applicable Standard Drawings, and applicable Special Provisions except as hereafter specified. Article references are to the Standard Specifications.

The Contractor shall furnish all materials, labor, and equipment for the replacement of traffic signal loop(s), and junction boxes (if the contract specifies quantities for this bid item elsewhere), and maintaining and controlling traffic, and all other work specified as part of this contract.

II. MATERIALS. (See section 835)

All loop wire shall be 16-gauge THWN stranded copper, single conductor in a 2-4-2 configuration for Quadrapole and 3 turns for a standard as shown on the Quadrapole and Standard Loop detail. The loop and home run shall be housed in a class A oil resistant heavy-duty reinforced rubber hose with a 250-PSI internal pressure rating. Hose for the loop and home run assembly shall be one continuous piece. The 3/8" I.D. (5/8" O.D.) hose shall be factory assembled. The loop configurations and homerun lengths shall be assembled for the specific application.

Hose tee connections shall be high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing the glue joints. The tee shall have the same flexible properties as the hose to insure that the whole assembly can conform to pavement movement and shifting without cracking or breaking.

III. CONSTRUCTION. (See section 723)

The electrical contractor shall coordinate with the general contractor and inspector to ensure the loops are installed prior to any milling work being performed. The contractor shall be responsible for the removal of existing lead-in cable.

Quadrapole Loops, Loops and Loop Lead-In locations shall be coordinated with the Contractor and the Engineer prior to any work being performed. The Contractor shall be careful to avoid pavement sections where potholes, cracks, or any other roadway flaws exist.

Hose for the loops and home run assembly shall be one continuous piece and shall be extended splice-free to the controller or junction box. Loop cables shown as extended to junction boxes by means of home run cables shall be spliced into loop lead-in cable at the boxes. Loop lead-in cable shall be extended splice-free from the junction box to controller.

The loop dimension shall be 6' x 30' Quadrapole. Center and mark each loop in the lane such that its sides are parallel and perpendicular to the direction of traffic.

Each Contractor submitting a bid for this work shall make a thorough inspection of the site prior to submitting his bid and shall thoroughly familiarize himself with existing conditions so that the work can be expeditiously performed after a Contract is awarded. Submission of a bid will be considered evidence of this inspection having been made. Any claims resulting from site conditions will not be honored by the Department.

Information provided in this proposal and the types and quantities of work listed are not to be taken as an accurate or complete evaluation of the material and conditions to be encountered during construction. The bidder must draw his own conclusion as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation if the conditions encountered are not in accordance with the information shown.

It is not anticipated that utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities.

Asphalt or Concrete (4 inches or less) Installation

Starting at the tee joint, saw-cut a 34" wide slot to a depth of 6" below the final surface of pavement for three sides of the loop leaving the center leg and the shortest and farthest leg from the home run tee joint for the last saw-cuts. After the three sides have been saw-cut, lay loop in slot to mark the center leg and the fourth side. Pull the loop out of the slot to saw-cut the center leg and the fourth side. Saw-cut a 34" wide slot for the center leg and the fourth side. Clean any debris, water and loose particles from the slot with compressed air.

Make the saw-cut for the home run slot from each loop to the transition conduit 3/4" wide and 6" deep. Clean any debris, water, and loose particles from the slot with compressed air.

Insert the loop wire and home run lead-in into the bottom of the loop slot. Extend the home run lead-in cable splice-free to the junction box or cabinet. No exceptions to this shall be considered.

There shall be a minimum of 6' between loops in adjacent lanes for 12' wide lanes. Once the loop is installed in the roadway, hand place 1" backer rod in the saw slot to ensure saw cut loop will not rise out of slot. Contractor shall then fill the saw slot with non-shrink grout until level with road surface. The non-shrink grout shall be incidental to the Loop Saw, Slot and Fill bid item. See Asphalt saw slot detail.

Concrete (with more than 4 inches) Installation

Lay the preformed loop wire and home run lead-in on the compacted aggregate prior to pouring the new concrete. There shall be a minimum of six feet between loops in adjacent lanes for 12 foot wide lanes.

IV. MEASUREMENT. (See section 723.04)

Bid notes not included in section 723 or that are contrary

Loop saw slot and fill shall include sawing, cleaning saw slot as well as furnishing and installing loop sealant, backer rod and non-shrink grout as shown on the details. The contractor shall saw according to the dimensions shown on the detail sheets and not cut out any sections of pavement by over-sawing any slot. The ³/₄" conduit referenced in the Loop Wire Transition details is incidental to this project and not a separate pay item.

Quadrapole Loops, Loops and Loop Lead-In shall include furnishing and installing quadrapole loops, loops and loop lead-in. Items installed in saw slots shall be installed as shown on the Saw Slot detail. All connections and fittings required for a full and complete installation of the loops are incidental to this item.

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

Code	Pay Item	Pay Unit
1810	Standard Curb and Gutter	Linear Foot
2200	Roadway Excavation	Each
2585	Edge Key	Linear Foot

2705	Silt Trap Type C	Linear Foot
2708	Clean Silt Trap Type C	Linear Foot
2720	Sidewalk-4 in Concrete	Linear Foot
5990	Sodding	Linear Foot
6514	Pave Striping-Perm Paint-4 in	Linear Foot
6565	Pave Marking-Thermo X-Walk-6 in	Linear Foot
6574	Pave Marking-Thermo Curv Arrow	Each
6591	Pavement Marker Type V-B-Y	Each
1	DGA Base	Ton
388	CL3 Asph Surf 0.38B PG64-22	Ton
2061	PCC Base-6 in	SqYd
2101	Cem Conc Ent Pavement-8 in	SqYd
190	Leveling & Wedging	Ton
2677	Asphalt Pave Milling & Texturing	Ton
23158ES505	Detectable Warning	SqFt
2671	Portable Changeable Message Sign	Each
2562	Signs	SqFt
2775	Arrow Panel	Each
6405	SBM Aluminum Panel Signs	SqFt
6410	Steel Post Type 1	Each
1000	4" Perforated Pipe	LF
214	CL3 Asph Base 1.00D PG64-22	Ton
1740	Core Hole Drainage Box 4"	Each
6510	Pave Striping-Temp Paint-4 in	LF
1456	CBI Type A	Each
6568	Pave Marking-Thermo Stop Bar-24 in	LF

SPECIAL NOTE FOR EROSION CONTROL

I. DESCRIPTION

Except as provided herein, perform all erosion and water pollution control work in accordance with the Department's Standard and Supplemental Specifications, and Standard and Sepia Drawings, current editions, and as directed by the Engineer. Section references are to the Standard Specifications. This work shall consist of:

(1) Developing and preparing a Best Management Practices Plan (BMP) tailored to suit the specific construction phasing for each site within the project; (2) Preparing the project site(s) for construction, including locating, furnishing, installing, and maintaining temporary and/or permanent erosion and water pollution control measures as required by the BMP prior to beginning any earth disturbing activity on the project site; (3) Clearing and grubbing and removal of all obstructions as required for construction; (4) Removing all erosion control devices when no longer needed; (5) Restoring all disturbed areas as nearly as possible to their original condition; (6) Preparing seedbeds and permanently seeding all disturbed areas; (7) Providing a Kentucky Erosion Prevention and Sediment Control Program (KEPSC) qualified inspector; and (8) Performing any other work to prevent erosion and/or water pollution as specified by this contract, required by the BMP, or as directed by the Engineer.

II. MATERIALS

Except as provided herein, furnish all materials for erosion and water pollution control work in accordance with the Department's Standard and Supplemental Specifications, and Standard and Sepia Drawings, current editions, and as directed by the Engineer.

Provide for all materials to be sampled and tested in accordance with the Department's Sampling Manual. Unless directed otherwise by the Engineer, make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing.

III. CONSTRUCTION

Except as provided herein, construct all erosion and water pollution control work in accordance with the Department's Standard and Supplemental Specifications, and Standard and Sepia Drawings, current editions, and as directed by the Engineer.

Be advised, these Erosion Control Plan Notes do not constitute a BMP plan for the project. Jointly with the Engineer, prepare a site specific BMP plan for each drainage area within the project in accordance with Section 213 and the supplemental specifications. Provide a unique BMP at each project site using good engineering practices taking into account existing site conditions, the type of work to be performed, and the construction phasing, methods and techniques to be utilized to complete the work. Be responsible for all erosion prevention, sediment control, and water pollution prevention measures required by the BMP for each site. Represent and warrant compliance with the Clean Water Act (33 USC Section 1251 et seq.), the 404 Permit, the 401 Water Quality Certification, and applicable state and local government agency laws, regulations, rules, specifications, and permits. Contrary to Section 105.05, in case of discrepancy between these notes, the Standard Specifications, interim

Supplemental Specifications, Special and Special Notes, Standard and Sepia Drawings, and such state and local government agency requirements, adhere to the most restrictive requirement.

Conduct operations in such a manner as to minimize the amount of disturbed ground during each phase of the construction and limit the haul roads to the minimum required to perform the work. Preserve existing vegetation not required to be removed by the work or the contract. Seed and/or mulch disturbed areas at the earliest opportunity. Use silt fence, silt traps, temporary ditches, brush barriers, erosion control blankets, sodding, channel lining, and other erosion control measures in a timely manner as required by the BMP and as directed or approved by the Engineer. Prevent sediment laden water from leaving the project, entering an existing drainage structure, or entering a steam.

Provide for erosion control measures to be in place and functioning prior to any earth disturbance within a drainage area. Compute the volume and size of silt control devices necessary to control sediment during each phase of construction. Remove sediment from silt traps before they become a maximum of ½ full. Maintain silt fence by removing accumulated trappings and/or replacing the geotextile fabric when it becomes clogged, damaged, or deteriorated, or when directed by the Engineer. Properly dispose of all materials trapped by erosion control devices at approved sites off the right of way obtained by the Contractor at no additional cost to the Department (See Special Note for Waste and Borrow).

As work progresses, add or remove erosion control measures as required by the BMP applicable to the Contractor's project phasing and construction methods and techniques. Update the volume calculations and modify the BMP as necessary throughout the duration of the project. Ensure that an updated BMP is kept on site and available for public inspection throughout the life of the project.

After all construction is complete, restore all disturbed areas in accordance with Section 212. completely remove all temporary erosion control devices not required as part of the permanent erosion control from the construction site. Prior to removal, obtain the Engineer's concurrence of items to be removed. Grade the remaining exposed earth (both on and off the Right of-Way) as nearly as possible to its original condition, or as directed by the Engineer. Prepare the seed bed areas and sow all exposed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.

IV. MEASUREMENT

Contrary to Section 212.04 and 213.04, the Department will not measure Erosion Control items for separate payment, but shall be incidental to Pavement Removal, DGA, Leveling and Wedging, and Class 3 Asphalt Surface 0.38B PG64-22 as applicable.

SPECIAL NOTES FOR PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

2.0 MATERIALS.

- 2.1 General. Use LED Variable Message Signs Class I, II, or III, as appropriate, from the Department's List of Approved Materials. Unclassified signs may be submitted for approval by the Engineer. The Engineer may require a daytime and nighttime demonstration. The Engineer will make a final decision within 30 days after all required information is received.
- 2.2 Sign and Controls. All signs must:
- 1) Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- 2) Provide at least 40 preprogrammed messages available for use at any time. Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
 - a. Keyboard or keypad.
 - b. Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
 - c. Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
 - d. Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- 9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.
- 12) Allow an on-off flashing sequence at an adjustable rate.
- 13) Provide a sight to aim the message.
- 14) Provide a LED display color of approximately 590 nm amber.

- 15) Provide a controller that is password protected.
- 16) Provide a security device that prevents unauthorized individuals from accessing the controller.
- 17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

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

Add other messages during the project when required by the Engineer.

2.3 Power.

- 1) Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.
- 3.0 CONSTRUCTION. Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

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

Use only project related messages and messages directed by the Engineer, unnecessary messages lessen the impact of the sign. Ensure the message is displayed in either one or 2 phases with each phase having no more than 3 lines of text. When no message is needed, but it is necessary to know if the sign is operable, flash only a pixel. When the sign is not needed, move it outside the clear zone or where the Engineer directs. Variable Message Signs are the property of the Contractor and shall be removed from the project when no longer needed. The Department will not assume ownership of these signs.

^{*}Insert numerals as directed by the Engineer.

- 4.0 MEASUREMENT. The final quantity of Variable Message Sign will be the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.
- 5.0 PAYMENT. The Department will pay for the Variable Message Signs at the unit price each. The Department will not pay for signs replaced due to damage or rejection. Payment is full compensation for furnishing all materials, labor, equipment, and service necessary to, operate, move, repair, and maintain or replace the variable message signs. The Department will make payment for the completed and accepted quantities under the following:

CodePay ItemPay Unit02671Portable Changeable Message SignEach

Effective June 15, 2012

SPECIAL NOTE FOR ALUMINUM SIGNS

Sheeting sign items listed in the contract are outlined below and are approximate. Prior to ordering sign materials, meet with the Engineer to check sign locations and to ensure they are appropriate for the actual field conditions. Conform to specifications 830.02.06 and section 832 in 2012 Standard Specifications for Road and Bridge Construction.

Direction	# of Signs	MUTCD	Size	Notes
EB (4) & WB (4)	8	R3-9b	24" X 36"	At or Near Arrow installations in the TWLTL
WB	1	S5-2	24" x 30"	660' from School Entrance
WB	1	R2-1	30" X 36"	35 mph, approx. 200' before Fisher Ave
WB	1	M1-4	24" x 24"	US 42, 400' from US 42
WB	1	M2-1	21" x 15"	Jct., 400' from US 42

SPECIAL NOTE FOR LONGITUDINAL PAVEMENT JOINT ADHESIVE

- 1. DESCRIPTION. This specification covers the requirements and practices for applying an asphalt adhesive material to the longitudinal joint of the surface course of an asphalt pavement. Apply the adhesive to the face of longitudinal joint between driving lanes for the first lane paved. Then, place and compact the adjacent lane against the treated face to produce a strong, durable, waterproof longitudinal joint.
- 2. MATERIALS, EQUIPMENT, AND PERSONNEL.
 - 2.1 Joint Adhesive. Provide material conforming to Subsection 2.1.1 or 2.1.2.
 - 2.1.1 Provide an adhesive conforming to the following requirements:

Property	Specification	Test Procedure
Viscosity, 400 ° F (Pa·s)	4.0 - 10.0	ASTM D 3236
Cone Penetration, 77 ° F	60 – 100	ASTM D 5329
Flow, 140 ° F (mm)	5.0 max.	ASTM D 5329
Resilience, 77 ° F (%)	30 min.	ASTM D 5329
Ductility, 77 ° F (cm)	30.0 min.	ASTM D 113
Ductility, 39 ° F (cm)	30.0 min.	ASTM D 113
Tensile Adhesion, 77 ° F (%)	500 min.	ASTM D 5329
Softening Point, ° F	171 min.	AASHTO T 53
Asphalt Compatibility	Pass	ASTM D 5329

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

2.1.2 Provide an adhesive conforming to the following requirements:

Property	Specification	Test Procedure
Softening Point ¹ ,° F	176 min.	AASHTO T 53
Cone Penetration ² , 77 ° F	20-60	ASTM D 5329
Flow ¹ , 140 ° F (mm)	5.0 max.	ASTM D 5329
Tensile Adhesion, 77 ° F (%)	500 min.	ASTM D 5329
Asphalt Compatibility	Pass	ASTM D 5329
Resilience ² , 77 ° F (%)	30 min.	ASTM D 5329
Slump Test ¹ , 300 ° F (mm)	2.0 max.	ASTM D 2202

¹Cold sample forced into molds at 325 ° F.

Ensure the temperature of the pavement joint adhesive is between 300 and 350 °F when the material is extruded in a 0.20 to 0.40-inch-thick band over the entire face of the longitudinal joint.

²Field sample extruded into mold at application temperature.

- 2.2. Equipment.
- 2.2.1 Melter Kettle. Provide an oil-jacketed, double-boiler, melter kettle equipped with any needed agitation and recirculating systems.
- 2.2.2 Applicator System. Provide a pressure-feed-wand applicator system with an applicator shoe attached.
- 2.3 Personnel. Ensure a technical representative from the manufacturer of the pavement joint adhesive is present during the initial construction activities and available upon the request of the Engineer.

3. CONSTRUCTION.

- 3.1 Surface Preparation. Prior to the application of the pavement joint adhesive, ensure the face of the longitudinal joint is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the joint face by the use of compressed air. Ensure this preparation process occurs shortly before application to prevent the return of debris on the joint face.
- 3.2 Pavement Joint Adhesive Application. Ensure the ambient temperature is a minimum of 40 °F during the application of the pavement joint adhesive. Prior to applying the adhesive, demonstrate competence in applying the adhesive according to this note to the satisfaction of the Engineer. Heat the adhesive in the melter kettle to the specified temperature range. Pump the adhesive from the melter kettle through the wand onto the vertical face of the cold joint. Apply the adhesive in a continuous band over the entire face of the longitudinal joint. Do not use excessive material in either thickness or location. Ensure the edge of the extruded adhesive material is flush with the surface of the pavement. Then, place and compact the adjacent lane against the joint face. Remove any excessive material extruded from the joint after compaction (a small line of material may remain).
- 3.3 Pavement Joint Adhesive Certification. Furnish the joint adhesive's certification to the Engineer stating the material conforms to all requirements herein prior to use.
- 3.4 Sampling and Testing. The Department will require a random sample of pavement joint adhesive from each manufacturer's lot of material. Extrude two 5 lb. samples of the heated material and forward the sample to the Division of Materials for testing. Reynolds oven bags, turkey size, placed inside small cardboard boxes or cement cylinder molds have been found suitable. Ensure the product temperature is 400°F or below at the time of sampling.
- 4. MEASUREMENT. The Department will measure the quantity of Pavement Joint Adhesive in linear feet. The Department will not measure for payment any extra

materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of Pavement Joint Adhesive, the cleaning of the joint face, or furnishing and placing the adhesive. The Department will consider all such items incidental to the Pavement Joint Adhesive.

5. PAYMENT. The Department will pay for the Pavement Joint Adhesive at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

Pavement Joint	Adhesive l	Price Ad	justment	Schedul	e	
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay
Joint A	Adhesive Referen	iced in Subse	ection 2.1.1			
Viscosity, 400 ° F (Pa•s)			3.0-3.4	2.5-2.9	2.0-2.4	≤1.9
ASTM D 3236	4.0-10.0	3.5-10.5	10.6-11.0	11.1-11.5	11.6-12.0	≥ 12.1
Cone Penetration, 77 ° F			54-56	51-53	48-50	≤ 47
ASTM D 5329	60-100	57-103	104-106	107-109	110-112	≥ 113
Flow, 140 ° F (mm) ASTM D 5329	≤ 5.0	≤ 5.5	5.6-6.0	6.1-6.5	6.6-7.0	≥ 7.1
Resilience, 77 ° F (%) ASTM D 5329	≥ 30	≥ 28	26-27	24-25	22-23	≤ 21
Tensile Adhesion, 77 ° F (%) ASTM D 5329	≥ 500	≥ 490	480-489	470-479	460-469	≤ 459
Softening Point, ° F AASHTO T 53	≥ 171	≥ 169	166-168	163-165	160-162	≤ 159
Ductility, 77 ° F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9
Ductility, 39 ° F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9
Joint A	Adhesive Referen	iced in Subse	ection 2.1.2			
Flow, 140 ° F (mm) ASTM D 5329	≤ 5	5.1-5.2	5.3-5.4	5.5-5.6	5.7-5.8	≥5.9
Resilience, 77 ° F (%) ASTM D 5329	≥ 30	29	28-27	26-25	24-23	≤ 22
Softening Point, ° F AASHTO T 53	≥ 176	≥ 174	171-173	168-170	165-167	≤ 164
Cone Penetration, 77 ° F ASTM D 5329	20-60	18-62	16-17 63-64	14-15 65-66	12-13 67-68	≤ 11 ≥ 69
Tensile Adhesion, 77 ° F (%) ASTM D 5329	≥ 500	≥ 490	480-489	470-479	460-469	≤ 459
Slump Test, 300 ° F (mm) ASTM D 2202	≤ 2.0	≤ 2.5	2.6-3.0	3.1-3.5	3.6-4.0	≥ 4.1
Asphalt Compatibility, ASTM D 5329	Pass					

<u>Code</u> 20071EC Pay Item
Joint Adhesive

Pay Unit Linear Foot

June 8, 2004

CARROLL COUNTY HSIP 9010 025

SPECIAL PROVISION FOR WASTE AND BORROW SITES

Obtain U.S. Army Corps of Engineer's approval before utilizing a waste or borrow site that involves "Waters of the United States". The Corps of Engineers defines "Waters of the United States" as perennial or intermittent streams, ponds or wetlands. The Corps of Engineers also considers ephemeral streams, typically dry except during rainfall but having a defined drainage channel, to be jurisdictional waters. Direct questions concerning any potential impacts to "Waters of the United States" to the attention of the appropriate District Office for the Corps of Engineers for a determination prior to disturbance. Be responsible for any fees associated with obtaining approval for waste and borrow sites from the U.S. Army Corps of Engineer or other appropriate regulatory agencies.

1-296 Waste & Borrow Sites 01/02/2012

COORDINATION OF WORK WITH OTHER CONTRACTS

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

1-3193 Coordination Contracts 01/02/2012

CARROLL COUNTY HSIP 9010 025

SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS

Consider the dimensions shown on the typical sections for pavement and shoulder widths and thickness' to be nominal or typical dimensions. The Engineer may direct or approve varying the actual dimensions to be constructed to fit existing conditions. Do not widen existing pavement or shoulders unless specified elsewhere in this proposal or directed by the engineer.

1-3725 Typical Section Dimensions 01/02/2012

	Right-of-Way Cer	rtification	n Form	Revised 2/22/11
√ Fe	deral Funded	✓ Origin	al	
Sta	ate Funded	Re-Ce	ertification	
projects that fall un apply, KYTC shall r	completed and submitted to FHWA with the completed and submitted to FHWA with the completed and Major projects. This form shall all der Conditions No. 2 or 3 outlined elsewheresubmit this ROW Certification prior to continuous this form shall be completed and retained.	so be submitte ere in this form instruction conf	d to FHWA for <u>all</u> federal- . When Condition No. 2 of the control of the condition of the condition in the condition of the	-aid or 3
Date: April 23, 2	013			
Project Name:	Safety improvements along KY 36/KY 227	Letting Da	te:	
Project #:	FD52 C021 8352801R	County:	Carroll	A-1/15 - 2 - 1
Item #:	6-2.00	Federal #:	HSIP 5169 008	
Description of P	Project: Safety improvements along K		Carroll County High S	chool
Projects that re	quire <u>NO</u> new or additional right	-of-way acq	uisitions and/or rel	ocations
Projects that re- Per 23 CFR sanitary hou accordance Relocation A those that a	on 1. All necessary rights-of-way, including quired including legal and physical posses	way acquisi relocatees hat relocatees addirective(s) cov of the following	tions and/or relocated, we been relocated to dece equate replacement housi ering the administration of three conditions has been excess rights when applica	ions ent, safe, and ing in of the Highway en met. (Check
right-of-v possess market v Condition to use al	t legal possession has been obtained. The way, but all occupants have vacated the lation and the rights to remove, salvage, or value has been paid or deposited with the pon 2. Although all necessary rights-of-way required for the proper exect from parcels may be pending in court as	ands and improdemolish all im court. y have not been coution of the percention of the percentile that the percentile	provements, and KYTC has provements and enter on the fully acquired, the right roject has been acquired.	to occupy and
been obt vacated, improver market v	rained, but right of entry has been obtained and KYTC has physical possession and ments. Fair market value has been paid alue for all pending parcels will be paid of tion contract. (See note 1 below.)	ed, the occupar right to remove or deposited w	nts of all lands and improver, salvage, or demolish all ith the court for most pare	vements have I cels. Fair
of all full le	e 1: The KYTC shall re-submit a right-of-v Federal-Aid construction contracts. Awa egal possession and fair market value for FHWA has concurred in the re-submitted	ard must not to all parcels has	be made until after KYTC been paid or deposited v	C has obtained

Right-of-Way Certification Form

Revised 2/22/11

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

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

4/23/13

Approved:	DANIEL R. WHITE Printed Name	Send Rento	Right-of-Way Supervisor
Approved:	DAVID L. ORR Printed Name	Signature	KYTC, Director of ROW &Utilities
Approved:	Printed Name	Signature	FHWA, ROW Officer (when applicable

Projec Projec	t Name: t#:		21 8352801R	County:	Carroll	
Item #:		6-2.00		Federal #:	HSIP 5169	008
Letting	Date:					
Γhis projeα oe relocate	ot has 6ed, as we	total nui ll as <i>O</i>	mber of parcels to be acquired total number of businesses to	, and <u>0</u> tol be relocated.	al пumber of ii	ndividuals or families t
6 0			uired by a signed fee simple de			
	Parcels with the	have been court	acquired by IOJ through conde	emnation and fa	air market valu	re has been deposited
0	Parcels	have not be	een acquired at this time (expla	ain below for ea	nch parcel)	
0						
	Parcels been de	have been posited with	acquired or have a "right of ening the court (explain below for e	try" but fair mai	ket value has	not been paid or has
0	Relocate	eposited with	n the court (explain below for e	ach parcel)		
	Relocate	eposited with	n the court (explain below for e	ach parcel)		
0	Relocate (explain	eposited with	n the court (explain below for e	ach parcel)	,,	
0	Relocate (explain	posited with ees have no below for e	of the court (explain below for explain below fo	ach parcel)	,,	_,, and Proposed date of payment or of
0	Relocate (explain	posited with ees have no below for e	of the court (explain below for explain below fo	ach parcel)	,,	_,, and Proposed date of payment or of
0	Relocate (explain	posited with ees have no below for e	of the court (explain below for explain below fo	ach parcel)	,,	_,, and Proposed date of payment or of
	Relocate (explain	posited with ees have no below for e	of the court (explain below for explain below fo	ach parcel)	,,	_,, and Proposed date of payment or of
O Parcel #	Relocate (explain	ees have no below for e	of the court (explain below for explain below fo	d acquisition,	delayed narket value	_,, and Proposed date of payment or of

SPECIAL NOTES FOR UTILITY CLEARANCE IMPACT ON CONSTRUCTION

CARROLL, HSIP 9010 (025)

MARS #83528 06C

KY 36 CONSTRUCT/INSTALL SAFETY IMPROVEMENTS ON VARIOUS ROUTES IN CARROLL COUNTY.

99-904.03

GENERAL PROJECT NOTE ON UTILITY PROTECTION

Utility coordination efforts determined that no significant utility relocation work is required to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the Kentucky Transportation Cabinet. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.

Damage to Utilities

Any intentional or accidental disruption of service due to damage to any utility service mains caused by any of the contractor's operations without three days advance notice to the utility owner shall be cause for the Cabinet to charge liquidated damages in the amount of five thousand dollars per day (\$5,000/day) per occurrence against the contractor until such time as the utility service is restored.

Any intentional or accidental disruption of any individual utility service caused by any of the contractor's operations without three days advance notice to the utility owner shall be cause for the Cabinet to charge liquidated damages in the amount of five hundred dollars per day (\$500/day) per occurrence against the contractor until such time as service is restored.

In the case of a main disruption or a utility service disruption, liquidated damages shall be charged at the main and/or utility service disruption rate only. Liquidated damages shall not be charged in additional for service disruptions when a main disruption is involved.

Utility Shutdowns

The contractor shall notify the utility owner(s) of all planned shutdowns of utility mains or utility service to customers at least three business days in advance. Advance notice will allow for customers to be notified by the utility owner. Any unannounced disruption of any utility service that inconveniences any customer is to be avoided.

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

<u>Insight Cable TV</u> has overhead facilities located on the west side of KY 36 with three crossings within the project limits; approximately at Sta. 1+33, Sta. 1+67, and Sta. 15+44. These utilities are to remain and are not to be disturbed during construction.

<u>BellSouth Telephone</u> has overhead facilities located on the west side of KY 36 with three crossings within the project limits; approximately at Sta. 1+33, Sta. 1+67, and Sta. 15+44. These utilities are to remain and are not to be disturbed during construction.

<u>Kentucky Utilities Electric</u> has overhead facilities located on the west side of KY 36 with three crossings within the project limits; approximately at Sta. 1+33, Sta. 1+67, and Sta. 15+44. These utilities are to remain and are not to be disturbed during construction.

<u>Carrollton Utilities</u> has existing gas main located on the east side of KY 36 from the beginning of the project to Framme Avenue where it turns east and runs along Framme Avenue. This utility is to remain and is not to be disturbed during construction

SPECIAL NOTES FOR UTILITY CLEARANCE IMPACT ON CONSTRUCTION

CARROLL, HSIP 9010 (025)

MARS #83528 06C

KY 36 CONSTRUCT/INSTALL SAFETY IMPROVEMENTS ON VARIOUS ROUTES IN CARROLL COUNTY.

99-904.03

<u>Carrollton Utilities</u> has existing sanitary sewer force main located along Schuerman Avenue that crosses KY 36 at approximate Sta. 14+00 and runs toward the school. This force main will not conflict with construction and is to remain in place and operational at all times..

The Contractor is fully responsible for protection of all utilities listed above

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

N/A

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

<u>Carrollton Utilities</u> will relocate their water main on the east side of KY 36 from approximately Sta. 1+00 to Sta. 16+50. This work will be dome with a Carrollton Utilities contract and will be under construction concurrently with the road contact. It is estimated this work will be completed by September 15, 2013.

List all applicable utilities whose facilities relocation either will not be completed prior to the letting date of the road construction or that will begin and be completed by the utility after the road contract letting date. During construction these areas are not to be disturbed by or conflict with road construction activities. List Owner, Utility Type, Utility Size, both current and proposed utility location and a firm completion date for each. A completion date MUST be provided for any such utility work.

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

N/A.

<u>SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES</u>

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

SPECIAL NOTES FOR UTILITY CLEARANCE IMPACT ON CONSTRUCTION

CARROLL, HSIP 9010 (025)

MARS #83528 06C

KY 36 CONSTRUCT/INSTALL SAFETY IMPROVEMENTS ON VARIOUS ROUTES IN CARROLL COUNTY.

99-904.03

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

BEFORE YOU DIG

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

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

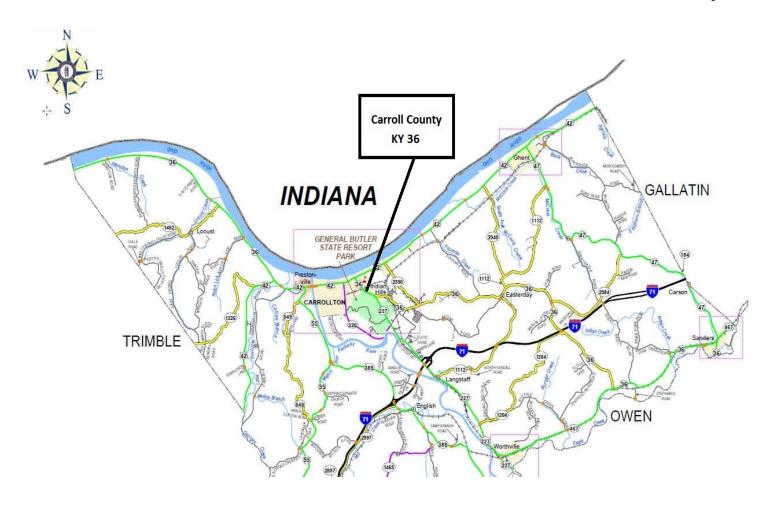
AREA UTILITIES CONTACT LIST

<u>Utility Company/Agency</u> <u>Contact Name</u>

Contact Information

CONTACT INFORMATION WILL BE PROVIDED AT

THE PRECONSTRUCTION MEETING



SHEETS SHEET NO. R1 R2 R3-R6 R8-R9 T1 T3-T6 NOT INCLUDED INDEX LAYOUT SHEET TYPICAL SECTIONS-SUMMARY OF QUANTITIES PLAN AND PROFILE SHEETS RIGHT OF WAY SUMMARY SHEETS RIGHT OF WAY STRIP MAP SHEETS TRAFFIC SIGNAL QUANTITIES TRAFFIC PLAN SHEET TRAFFIC DETAIL SHEETS Ħ DESCRIPTION TOTAL OF SHEETS SHEETS

NUMBER

STANDARD

DRAWINGS

270-08 271-04 272-06 273-05 100-02 040-01 100-09 170-08 150-07

TOTAL

9

 \Box

 \bigcirc

 \equiv

 \bigcirc

ONS

RUC

I O Z

 \triangleright

0+6

93

EPARTMENT mmonwea

COUNTY OF

ITEM NO.

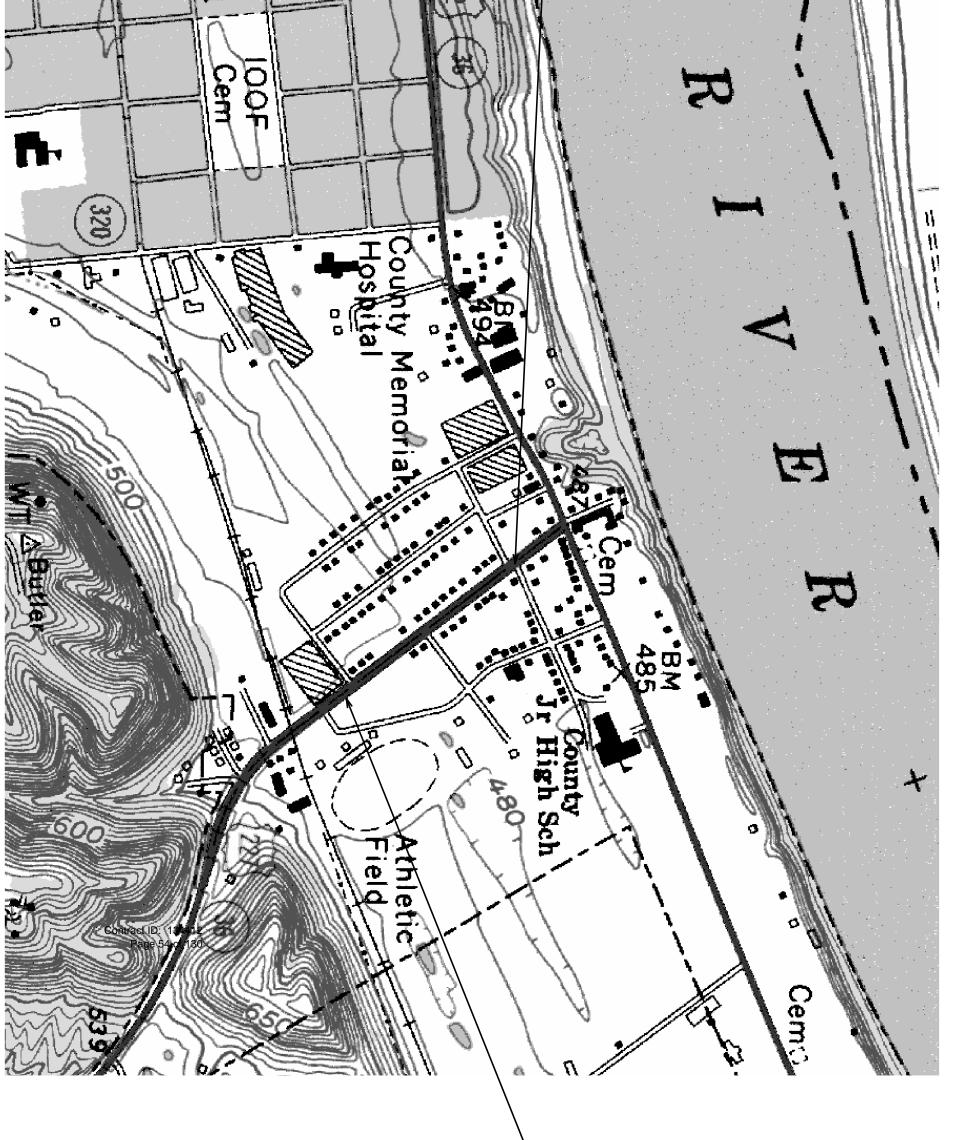
SHEET NO.

CARROLL

6-2.00

PROPOSED PLANS PROJECT

CARROLL COUNTY



FILE NAME: C:\PWWORK\AMANDA.DESMOND\D0784737\R00100LS.DGN

PLANS ARE FOR

GRADE, THESE DRAIN, AND SURFACING

END \supset CONSTRUCTION 16+22. 40

DESIGN CRITERIA

USER: Amanda.Desmond

E-SHEET NAME: DATE PLOTTED: November 8, 2013 CLASS OF HIGHWAY TYPE OF TERRAIN FESIGN SPEED REQUIRED NPSD REQUIRED PSD LEVEL OF SERVICE
ADT PRESENT (
ADT FUTURE (
DHV
DHV
T % RURAL N FLAT 35 MPH _ MAJOR COLLECTOR

GEOGRAPHIC COORDINATES

LATITUDE 38 I DEGREES 40 MINUTES
DEGREES 09 MINUTES 54 SECONDS NORTH
39 SECONDS WEST

LEVEL OF SERVICE RESTRICTED SD DESIGNED

MicroStation v8.11.7.443

MAX.

DISTANCE W/O

PASSING

PAILROAD CROSSINGS NO. _____BRIDGES _____ LENGTH 1554.47

ADDED FOR EC FT. 0.2944

RAILROAD CROSSINGS BRIDGES FOR EQUALITIES _____

RAILROAD BRIDGES _

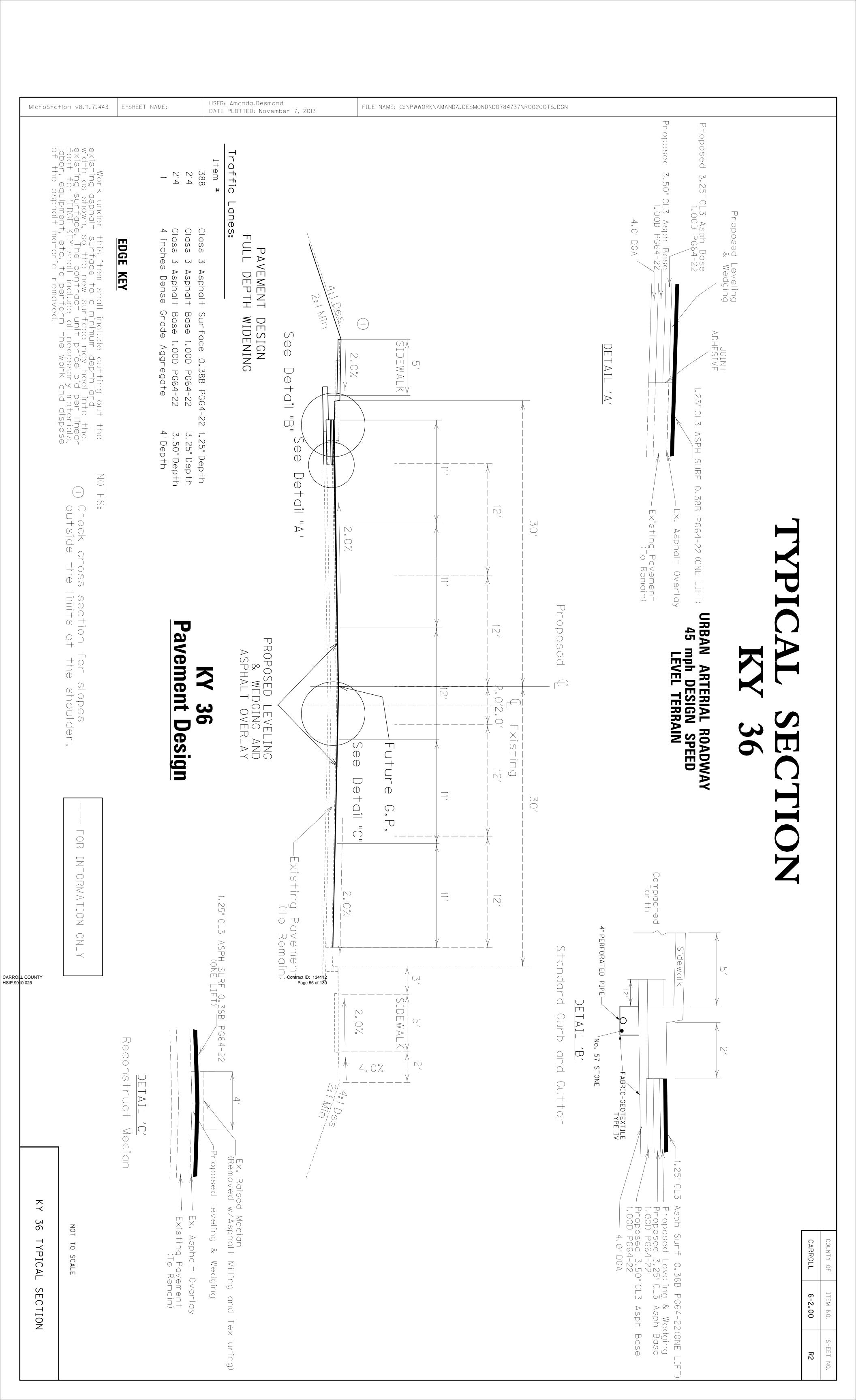
FOR EQUALITIES ______
NOT INCLUDED
CROSSINGS NO. ______ RAILROAD BRIDGES _

- FOR EQUALITIES _____ LIN. FT. MILES

PROJECT NUMBER: LETTING DATE: DECEMBER 2013 ITEM NO. 6-2.00 Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS FD52 C021 835280IR HSIP 5169 008 COUNTY CARROLL OF

2000′

RECOMMENDED BY: AMANDA DESMOND DATE: 6-28-2013



GENERAL SUMMARY

FILE N	NAME	: C:	\PW	WOR	K\AI	MAN	DA.[DESM	MOND)\D0	784	737`	\R02	200	OS.	DGN															
				24584EC	2726	6569	6589	6570	20071EC	6568	6510	1740	1000	6410	6406	2775	2562	2671	23158ES505	6591	6574	6565	6514	5990	2720	2708	2705	2676	2200	1810	ITEM
				BARCODE SIGN INVENTORY	STAKING	PAVE MARKING- THERMO CROSS-HATCH	PAVEMENT MARKER TYPE V-MW	PAVE MARKING- PAINT CROSS-HATCH	JOINT ADHESIVE	PAVE MARKING-THERMO STOP BAR-24 IN	PAVE STRIPING-TEMP PAINT-4 IN	CORE HOLE DRAINAGE BOX 4"	4" PERFORATED PIPE	STEEL POST TYPE 1	SBM ALUMINUM SHEET SIGNS .080 IN	ARROW PANEL	SIGNS	PORTABLE CHANGEABLE MESSAGE SIGN	DETECTABLE WARNINGS	PAVEMENT MARKER TYPE V - B - Y	PAVE MARKING-THERMO CURV ARROW	PAVE MARKING-THERMO X-WALK-6 IN	PAVE STRIPING-PERM PAINT-4 IN	SODDING	SIDEWALK-4 IN CONCRETE	CLEAN SILT TRAP TYPE C	SILT TRAP TYPE C	MOBILIZATION FOR MILLING & TEXTURING	ROADWAY EXCAVATION	STANDARD CURB AND GUTTER	DESCRIPTION
				EACH	LS	SQFT	EACH	SQFT	두	LF	ᄕ	EACH	두	다	SOFT	EACH	SQFT	EACH	SQFT	EACH	EACH	LF	LF	SQYD	SOYD	EACH	EACH	LS	CUYD	LF	C Z
				15	_	1174	74	1099	3243	80	1354	12	1339	180	90	2	115	3	104	70	9	217	10937	724	733	6	6	1	287	1314	KY 36
				15	_	1174	74	1099	3243	80	1354	12	1339	180	90	2	115	3	104	70	9	217	10937	724	733	0	6	_	287	1314	TOTAL PROJECT

PAVING AREAS

	KY 36	
DGA BASE	1238	= -
CL3 ASPH SURF 0.38B PG64-22	9650	
CEM CONC ENT PAVEMENT-8 IN	107	
LEVELING & WEDGING PG64-22	1651	
ASPHALT PAVE MILLING & TEXTURING	9024	
CL3 ASPH BASE 1.00D PG64-22	619	

NOTES

COUNTY OF

ITEM NO.

SHEET NO.

CARROLL

6-2.00

R2A

ALL ASHALT MIXTURES SHALL BE ESTIMATED AT 110 LBS. PER SQ. YD. PER INCH OF DEPTH, UNLESS NOTED OTHERWISE.

② ESTIMATED AT 100 LBS. PER YD. PER INCH OF DEPTH. (1) ESTIMATED AT 115 LBS. YD. PER INCH OF DEPTH. PER SQ. SQ.

(3) ESTIMATED AT 95 LBS. PER SQ. YD. PER INCH OF DEPTH.

PIPE DRAINAGE SUMMARY

								R6	R6	R5	R5	R4	R4			SHEET NO.
TOTAL PRO								1456	1456	1456	1456	1456	1456	UNIT TO BID	ITEM CODE	
PROJECT																SKEW
6								CBI TYPE A			CBI TYPE					
								14+56 59.9′LT	12+31 59.6′LT	10+75 59.8′LT	7+82 59.6′LT	5+30 59.4′LT	3+05 59.6′LT			STATION
					Contra	act ID. Page \$	1341 66 of 1	12 30								PIPE
																PIPE
								(TOP PHASE ONLY) *6	(TOP PHASE ONLY) #5	(TOP PHASE ONLY) #4	(TOP PHASE ONLY) #3	(TOP PHASE ONLY) #2	(TOP PHASE ONLY) #1			REMARKS

USER: Amanda.Desmond

CODE

TEM

UNIT

KY 36

TOTAL PROJECT

PAVING

SUMMARY

DATE PLOTTED: November 8, 2013

MicroStation v8.11.7.443

E-SHEET NAME:

2677 214

ASPHALT PAVE MILLING & TEXTURING CL3 ASPH BASE 1.00D PG64-22

190

388 2101

DGA BASE (1)

CL3 ASPH SURF 0.38B PG64-22

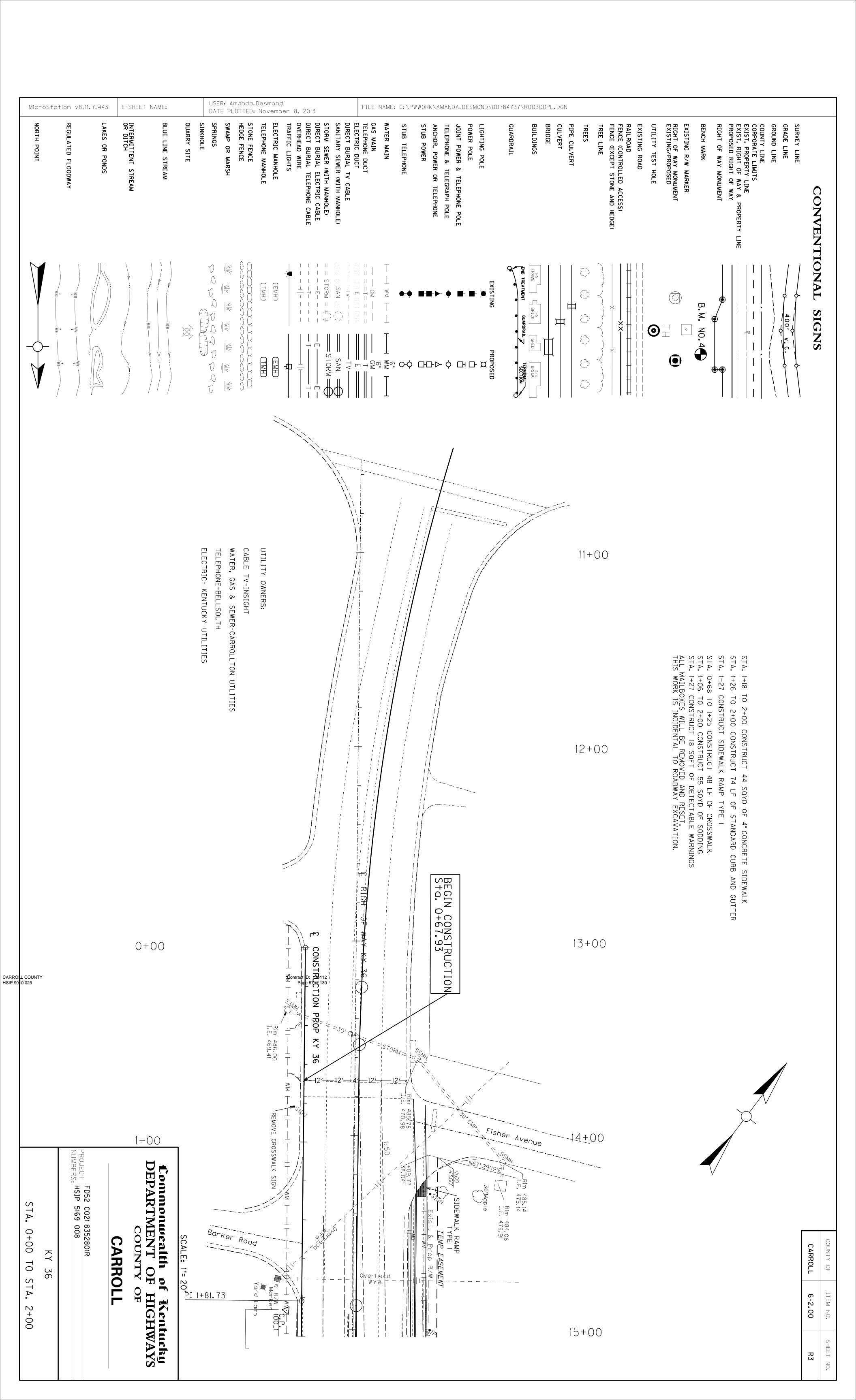
CEM CONC ENT PAVEMENT-8 IN

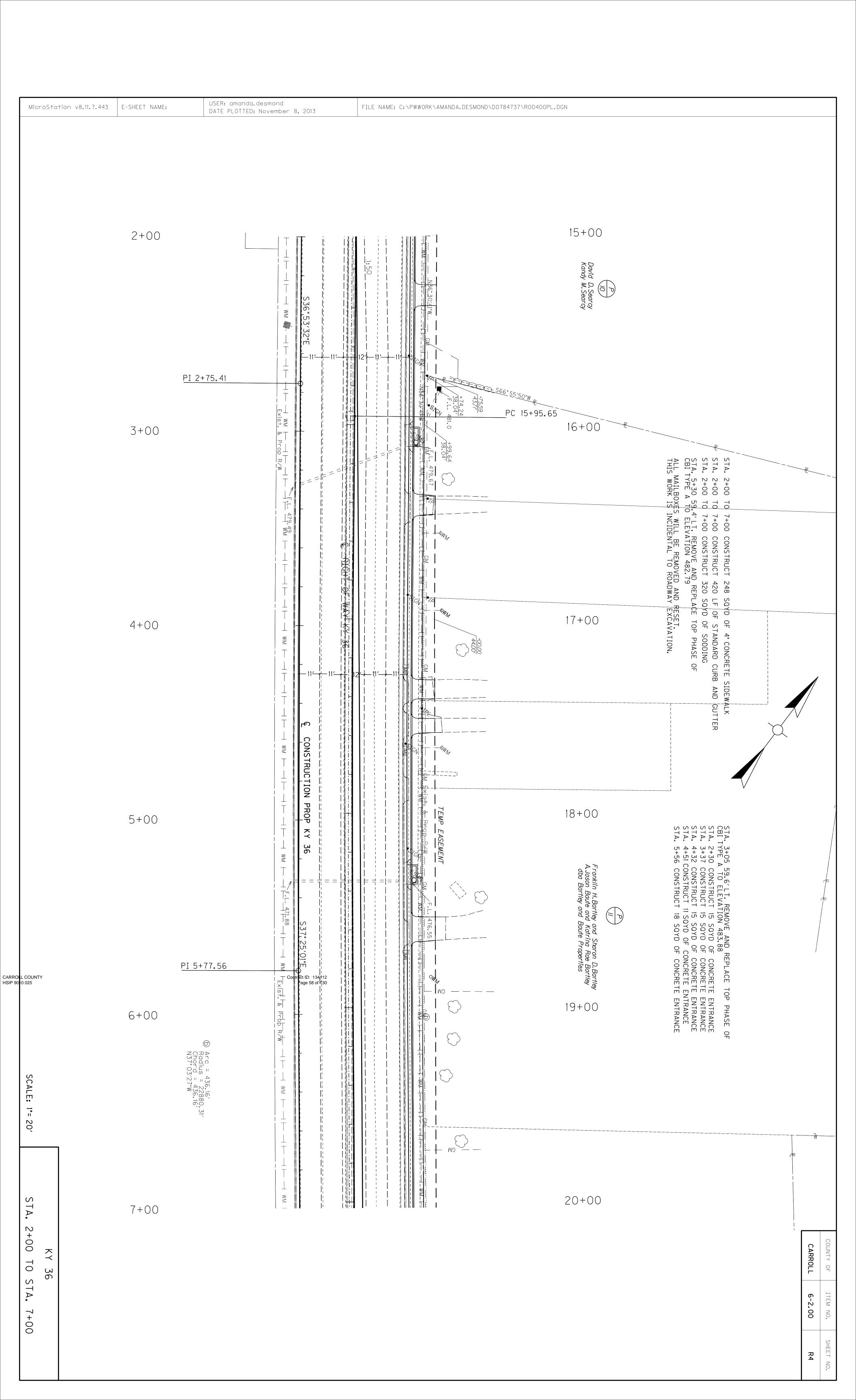
LEVELING & WEDGING PG64-22

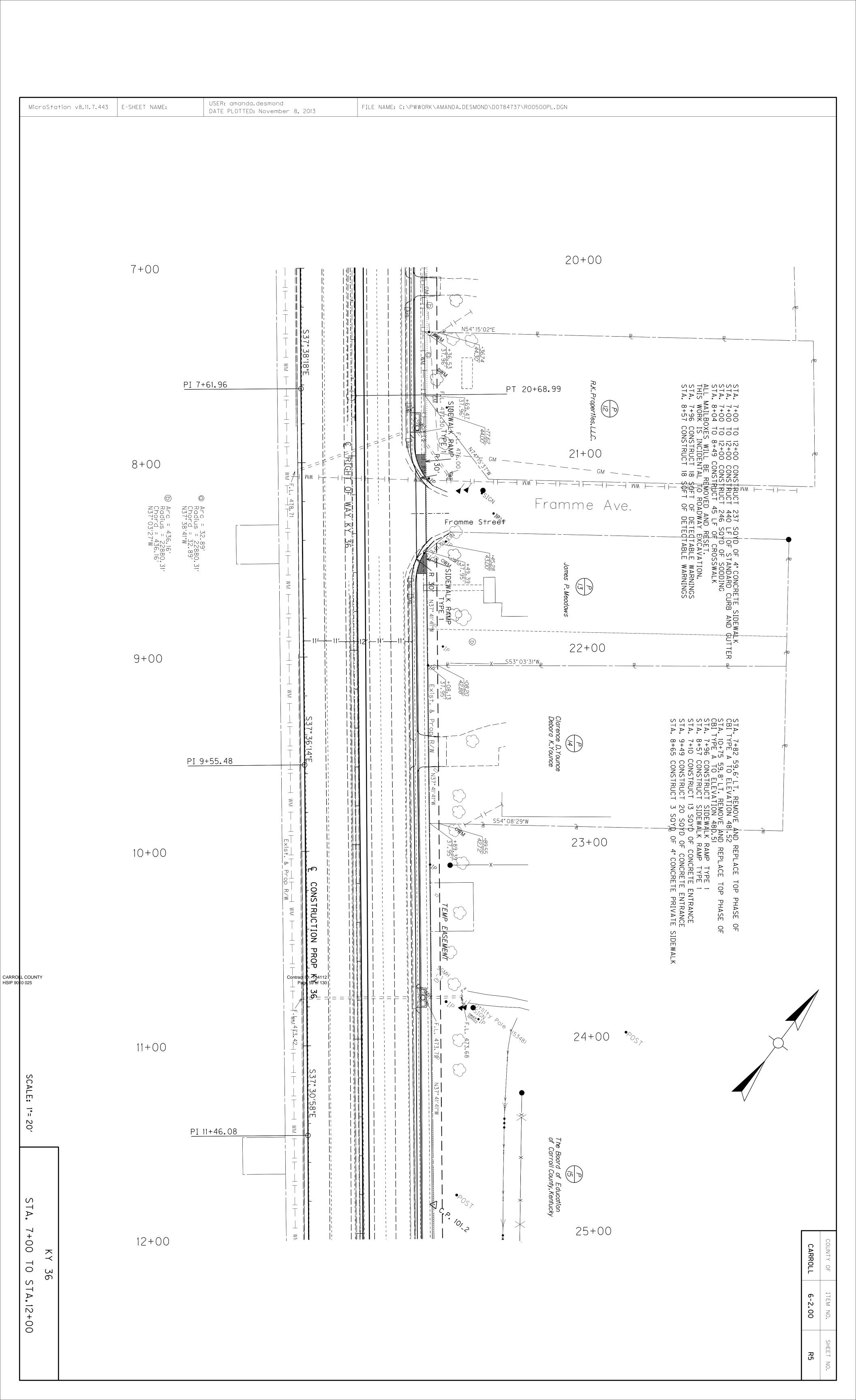
TON TON TON TON

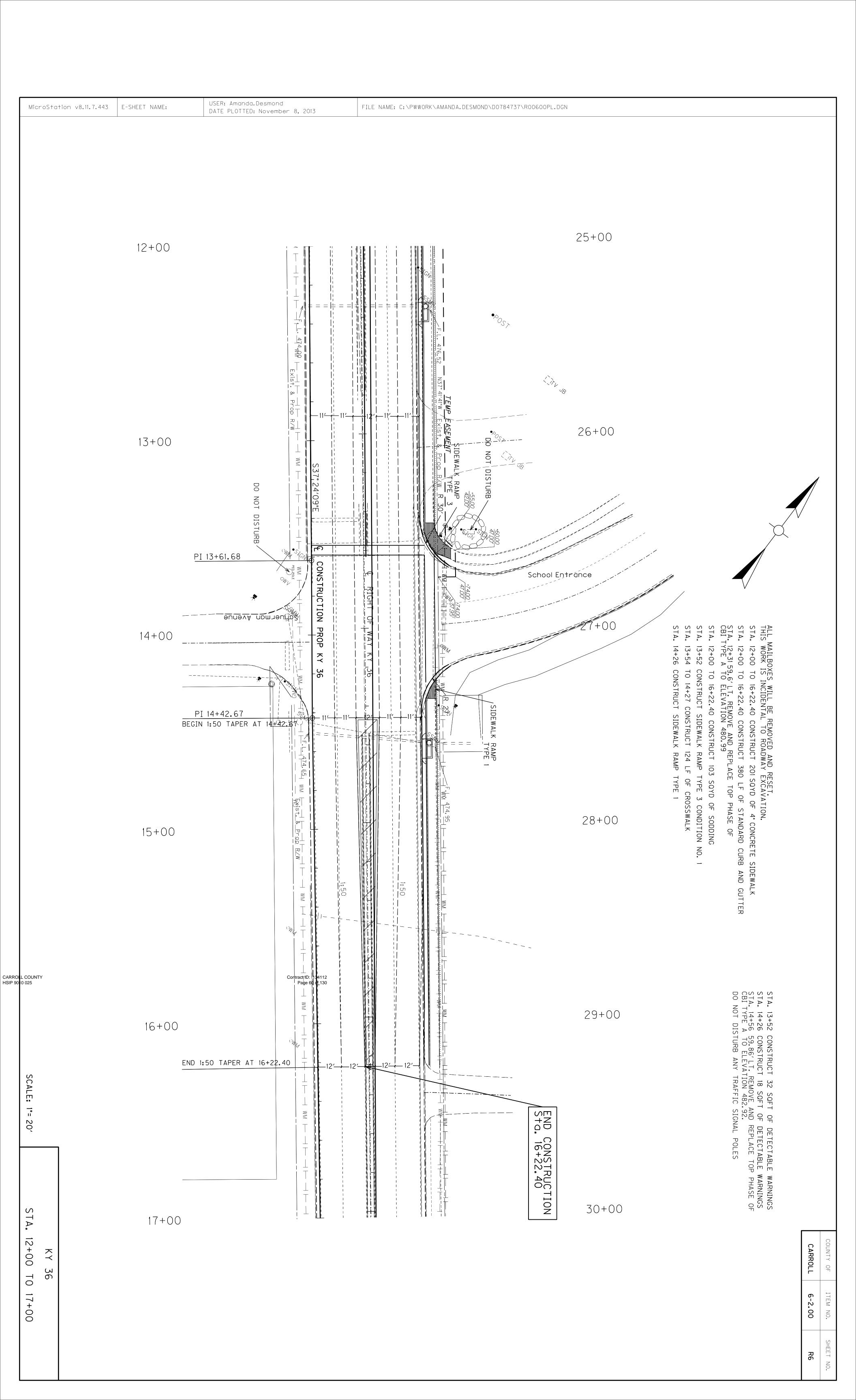
285 664 107 182 620 230

285 664 107 182 620 230









CAI	RROLL COUNTY P 9010 025

SHEET NO. 2 ITEM NO. 6-2.00 COUNTY OF CARROLL

RIGHT OF WAY SUMMARY

	REMARKS*																				
	SOURCE OF TITLE	DB 155 PC 103	DB 155 PC 302	DB 162 PG 205	DB 168 PG 549	DB 157 PG 714	08 165 PC 298 08 65 PC 261														
SEMER SYSTEM BUILDINGS ACOUIRED AFFECTED BUILDINGS ACOUIRED AFFECTED NUMBER	NO C R F S																				
SEWER SY SEWER AFFECT	TYPE YES																				
PORTION REMAINING	S0. FT.	140,176	99,055	14,318	12, 365	15,170	2,232,058														
	FT. ACRES	3.218	2.274	.328	.283	.348	51.241														
EXCESS PURCHASED	ACRES SO. F														0			0.11			
	0. FT.														Con	Pag	ю: 1 e 61	341 ⁴ of 13	BO		
VERED RICHT	ACRES S																				
AREA SEVERED	SO. FT.																				
	ACRES																				
EASEMENTS NENT TEMPORARY	FT. SO. FT.	874	2,940	229	303	394	1,771														
COURED PERMANENT	ļ.																				
PERMANENT R/W ACOUIRED	ACRES SO.																				
TOTAL AREA OF TRACT PE	S0. FT.	140,176	99,055	14, 318	12, 365	15,170	2, 232, 058														
TOTAL ARE	ACRES	3.218	2.274	.328	.283	.348	51.241														
	OWNER(S)	DAVID D. and KANDY M. SEARCY	FRANKLIN H. and SHARON D. BARTLEY, A. JASON BAUTE and KATRINA RAE BARTLEY, dbo BARTLEY and BAUTE PROPERTIES	R.K. PROPERTIES, L.L.C.	JAMES P. WEADOWS	CLARENCE D. and DEBORA K. YOUNCE	THE BOARD of EDUCATION of CARROLL COUNTY, KENTUCKY														
PARCEL	NO.	ō	=	15	13	<u>4</u>	5														

FIRE NAME: C:\PWWORK\AMANDA.DESMOND\DO784737\ROO700RW.DGN

USER; amanda,desmond DATE PLOTTED; July 15, 2013

E-SHEET NAME:

MicroStation v8.11.7.443

TYPE SEWER SYSTEM

1. PRIVATE - INDIVIDUAL

2. PRIVATE - MULTI PARTY

3. PUBLIC

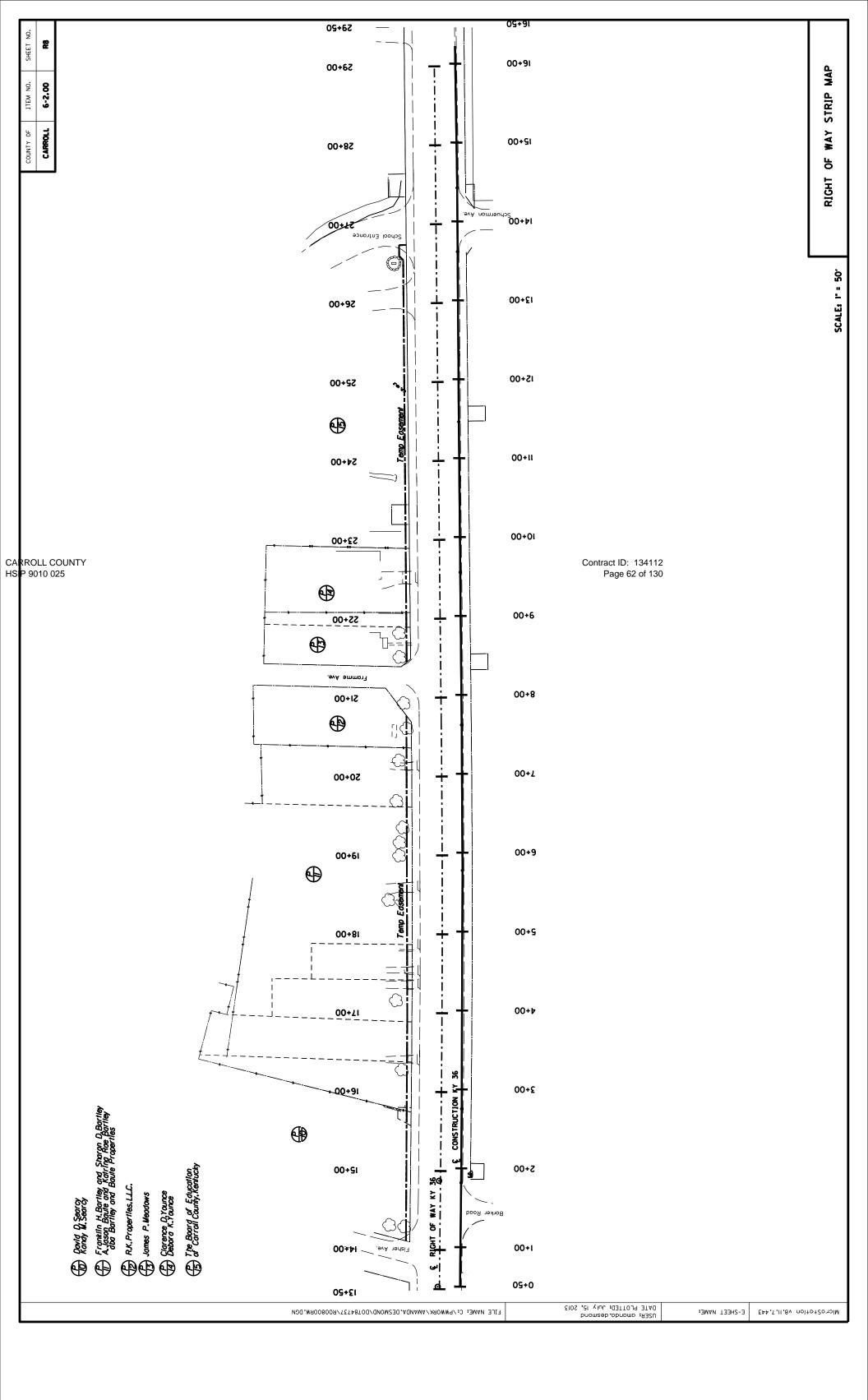
4. NONE

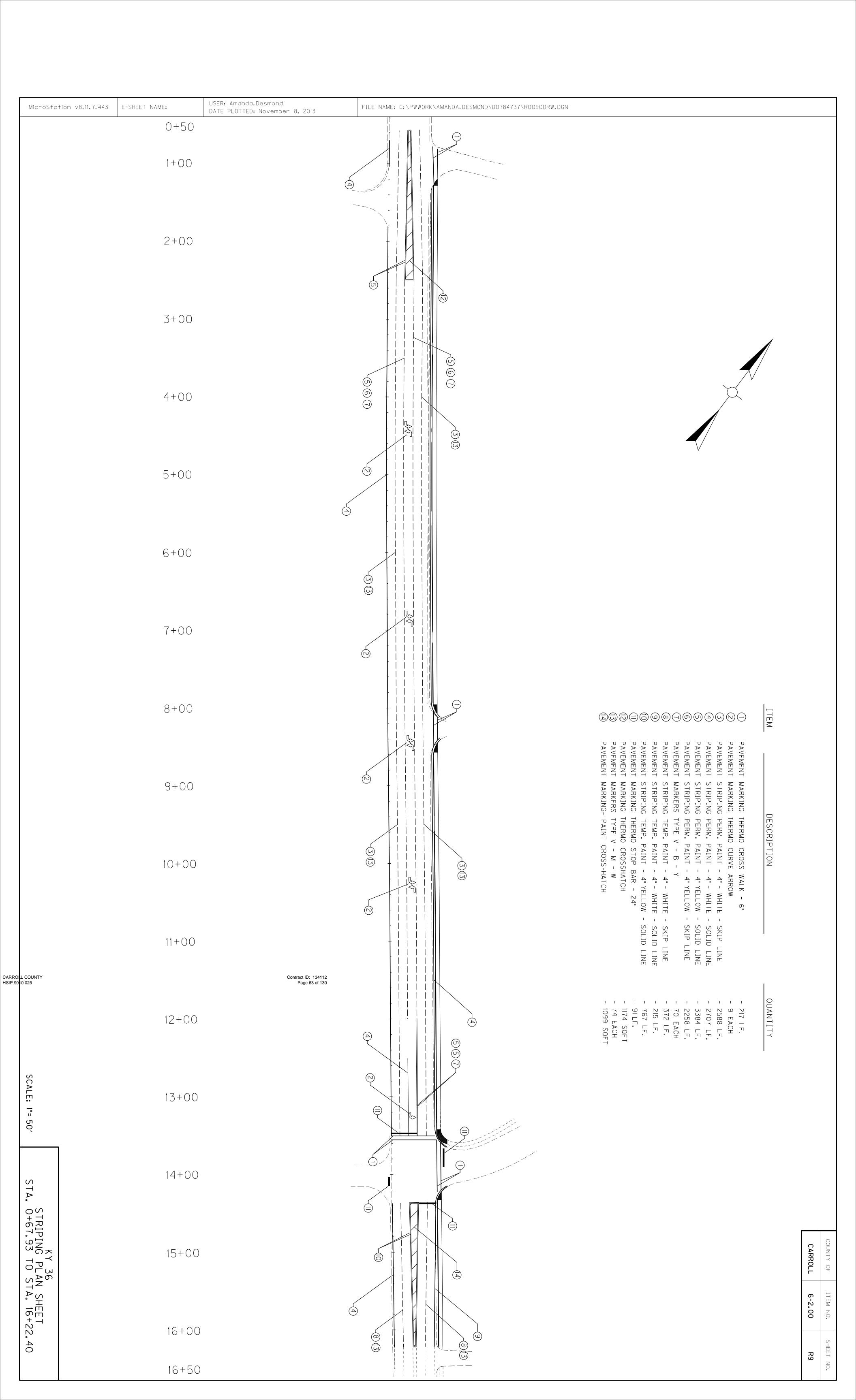
5. NOT APPLICABLE

BUILDINGS ACOUIRED CODE
C - COMMERICAL
R - RESIDENTIAL
F - FARM
S - STORAGE

"INCLUDES HAZARDOUS WASTE (UST - UNDERGROUND STORAGE TANKS)

RIGHT OF WAY SUMMARY SHEET





OUANTITIES TRAFFIC SIGNAL ESTIMATE OF

ITEM	JTEM	UNIT		•	TOTAL
4844	CABLE - NO. 14/5 C	5			910
4793	CONDUIT - 1 1/4 INCH	7			22
4811	ELECTRICAL JUNCTION BOX TYPE B	ЕАСН			7
4820	TRENCHING AND BACKFILLING	Ę,			55
4830	LOOP WIRE	5			950
4850	CABLE - NO. 14/1 PAJR	LF			210
4895	LOOP SAW SLOT AND FILL	<u> </u>			360
23222EC	INSTALL SIGNAL PEDESTAL	ЕАСН			2
20093NS835	INSTALL PEDESTRJAN HEAD LED	ЕАСН			2
21743NN	INSTALL PEDESTRIAN DETECTOR	ЕАСН			2

RROLL COUNTY P 9010 025

SHEET NO.

ITEM NO. 6-2.00

COUNTY OF CARROLL

F

723
SECTION
의
CONTRARY
AR.
THAT
NOTES
MEASUREMENT
AND
CONSTRUCTION AND MEASUREMENT NOTES THAT ARE CONTRARY TO SECTION 723

03.12 LOOP INSTALLATION REPLACE THE FIFTH SENTENCE WITH THE FOLLOWING:	PROVIDE AN EXTRA TWO FEET OF LOOP WIRE AND LEAD-IN PAST THE INSTALLED CONDUIT IN POLES, PEDESTALS, AND JUNCTION BOXES.
SUBSECTION: REVISION:	

04.03 TRENCHING AND BACKFILLING. REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:
SUBSECTION: REVISION:

	FOLLOWING
	풀
	SENTENCE WITH
. AND FILL,	ENCE
AND	SENT
W SLOT	ECOND
P SA	뿔
04.15 LOC	REPLACE THE SECOND S
SUBSECTION:	REVISION:

	THE DEPARTMENT WILL MEASURE THE QUANTITY AS EACH INDIVIDUAL UNIT INSTALLED AND CONNECTED TO POLE/PEDESTAL. THE DEPARTMENT WILL NOT MEASURE INSTALLING RIO-3E (WITH ARROW) AND WILL CONSIDER IT INCIDENTAL TO THIS ITEM OF WORK.
ë	04.37 INSTALL SIGNAL PEDESTAL. REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:

THE DEPARTMENT WILL NOT MEASURE EXCAVATION, CONCRETE, REINFORCING STEEL, ANCHOR BOLTS, SPECIFIED CONDUITS, GROUND RODS, GROUND WIRES, BACKFILLING, OR RESTORATION AND WILL CONSIDER THEM INCIDENTAL TO THIS ITEM OF WORK			
THE DEPARTMENT WILL NOT MEASURE EXC ANCHOR BOLTS, SPECIFIED CONDUITS, GR OR RESTORATION AND WILL CONSIDER TH	SAVATION, CONCRETE, REINFORCING STEEL,	OUND RODS, GROUND WIRES, BACKFILLING,	FIN INCIDENTAL TO THIS ITEM OF WORK
THE DEPARTMENT WIL ANCHOR BOLTS, SPEC. OR RESTORATION AND	L NOT MEASURE EX	IFIED CONDUITS, GR	WILL CONSIDER TH
	THE DEPARTMENT WIL	ANCHOR BOLTS, SPEC.	OR RESTORATION AND

SUBSECTION: REVISION:

STEEL	ILL ING	WORK.
N	욹	P
NFOR	S. BA	ITEM
. REI	WIRE	THIS
RETE		ဝ
CONC	ğ	NTAL
ION.	RODS	CIDE
AVA	울	≒ ≥
EXC	SRO	Έ
THE DEPARTMENT WILL NOT MEASURE EXCAVATION, CONCRETE, REINFORCING STEEL	NDUITS.	ONSIDER
_	ខ	ت د
2		ΜH
WILI	PECI	AND
ÆNT	TS, S	NOI L
ARTI	절	ORA
DEP	క్ష	EST
Ŧ	ANC	8

CONCRETE, REINFORCING STEEL,	CHOR BOLTS, SPECIFIED CONDUITS, GROUND RODS, GROUND WIRES, BACKFILLING,	RESTORATION AND WILL CONSIDER THEM INCIDENTAL TO THIS ITEM OF WORK.
EXCAVATION,	GROUND ROD	THEM INCIDE
r MEASURE	CONDUITS.	CONSIDER
EPARTMENT WILL NO	OR BOLTS, SPECIFIED	STORATION AND WILL
ш	ਤ	œ

04.38 INSTALL PEDESTAL POST. REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:

SUBSECTION: REVISION:

FIRE NAME: C:/PWWORK/AMANDA.DESMOND/DO784737/RO2BOOCS.DCN

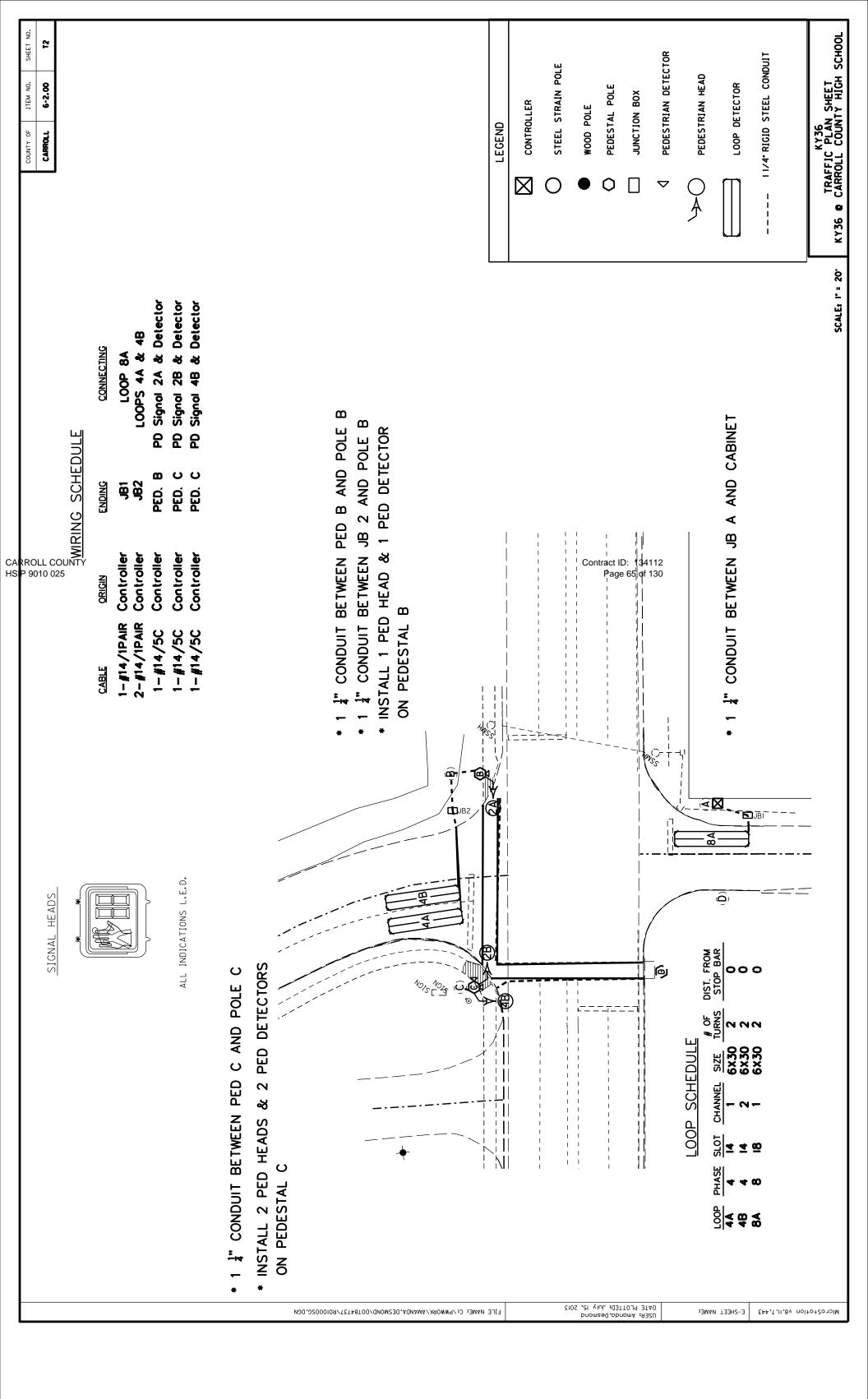
Contract ID: 134112 Page 64 of 130

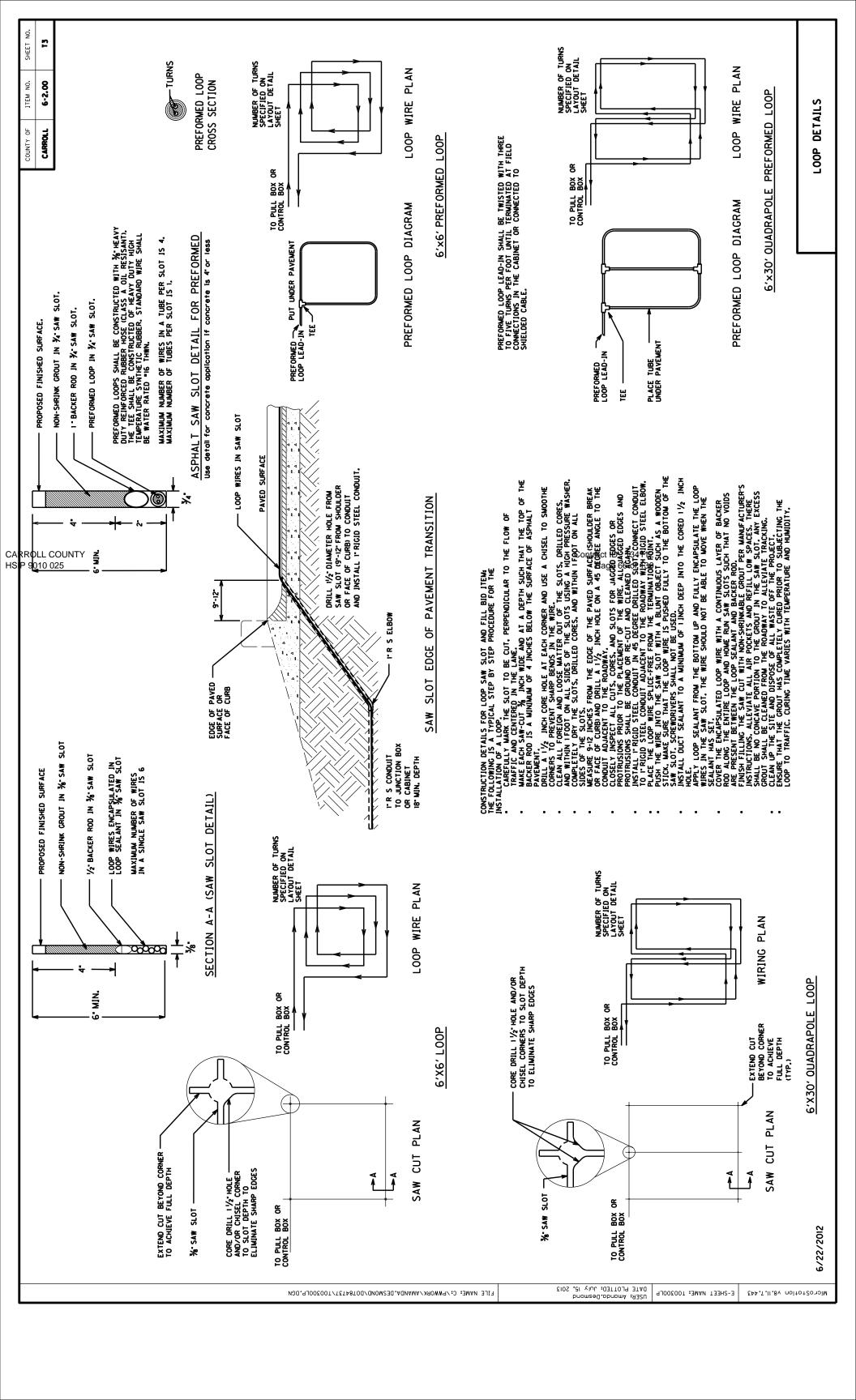
USER; Amanda, Desmond DATE PLOTTED; July 15, 2013

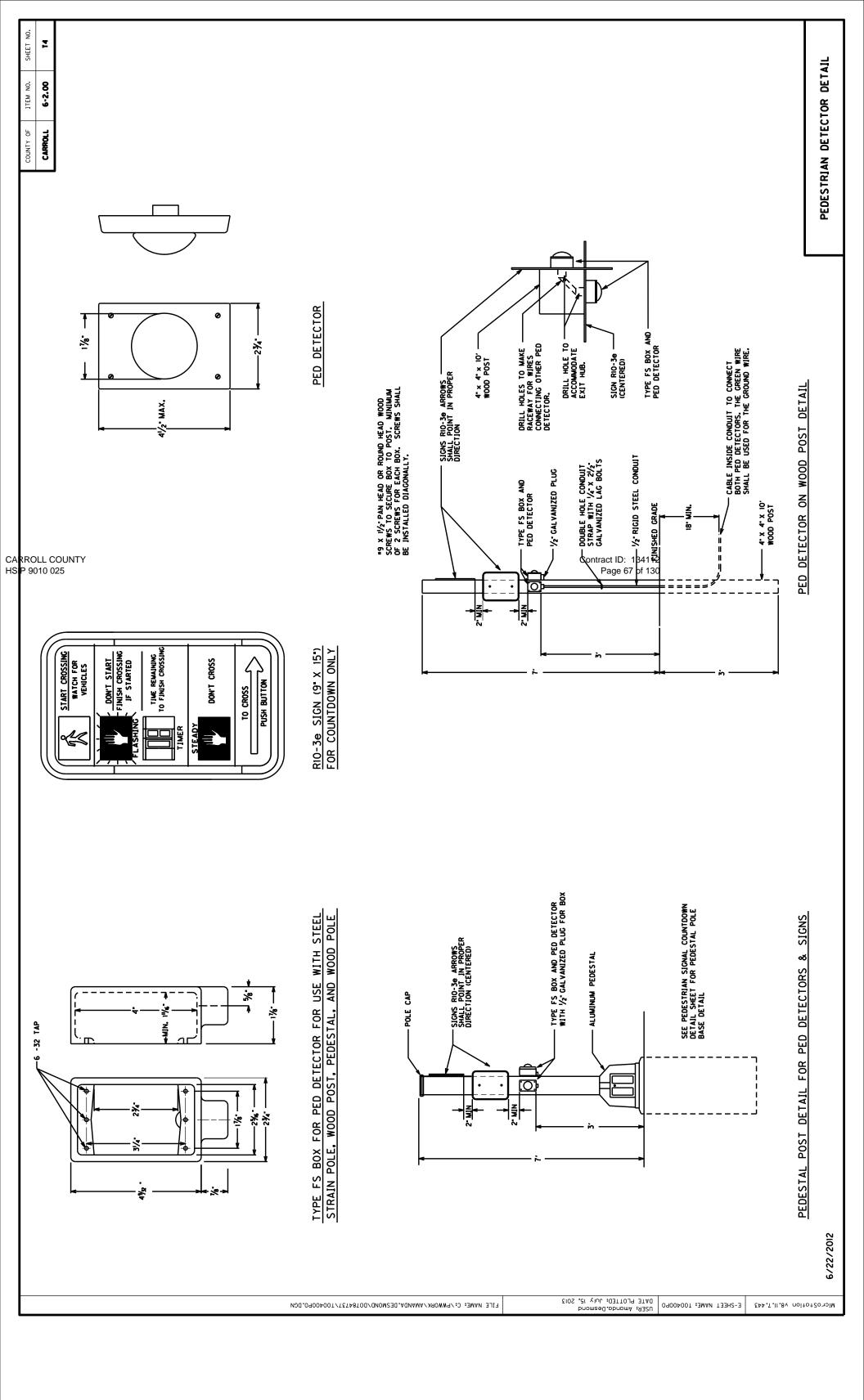
E-SHEET NAME:

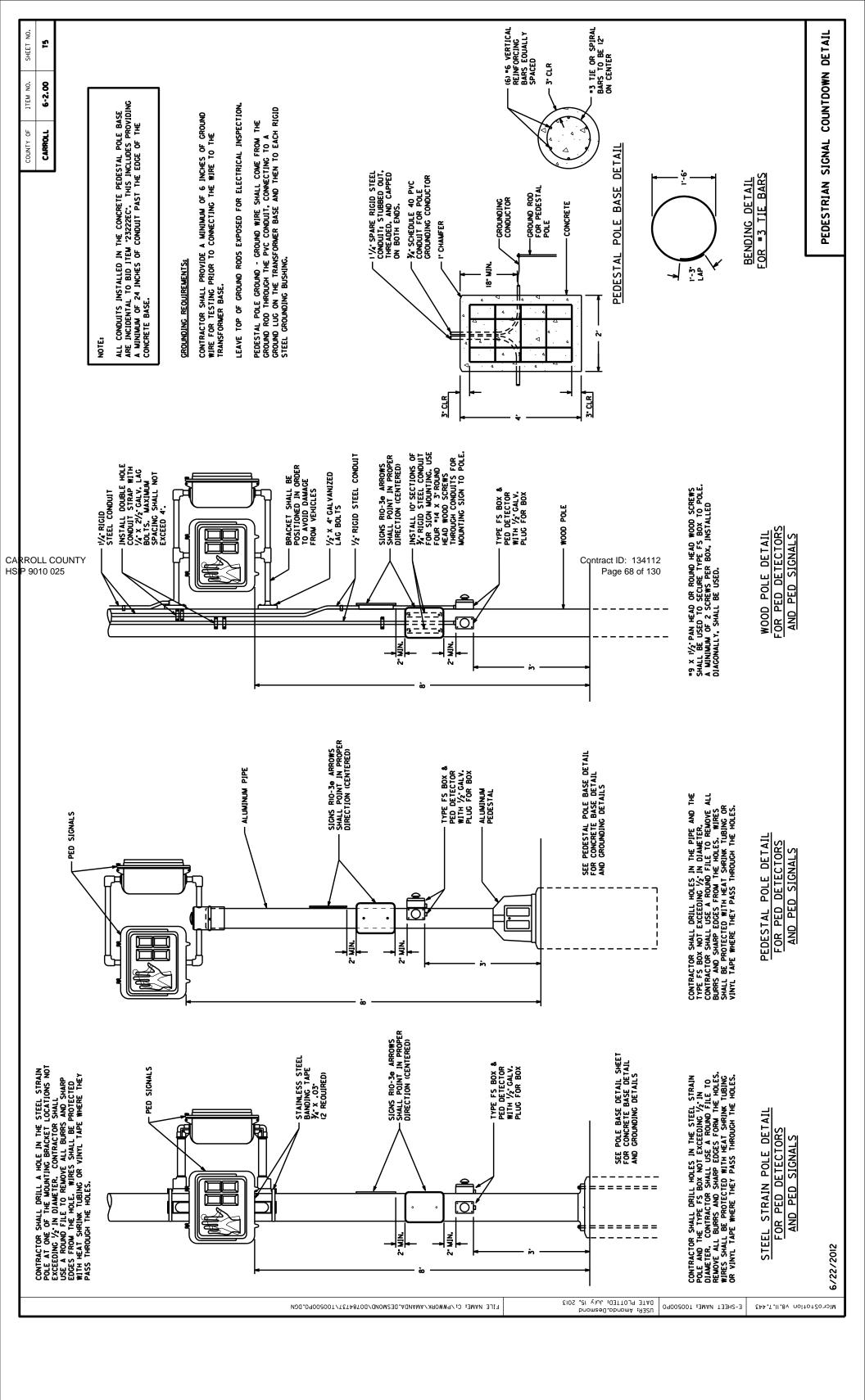
MicroStation v8.11.7.443

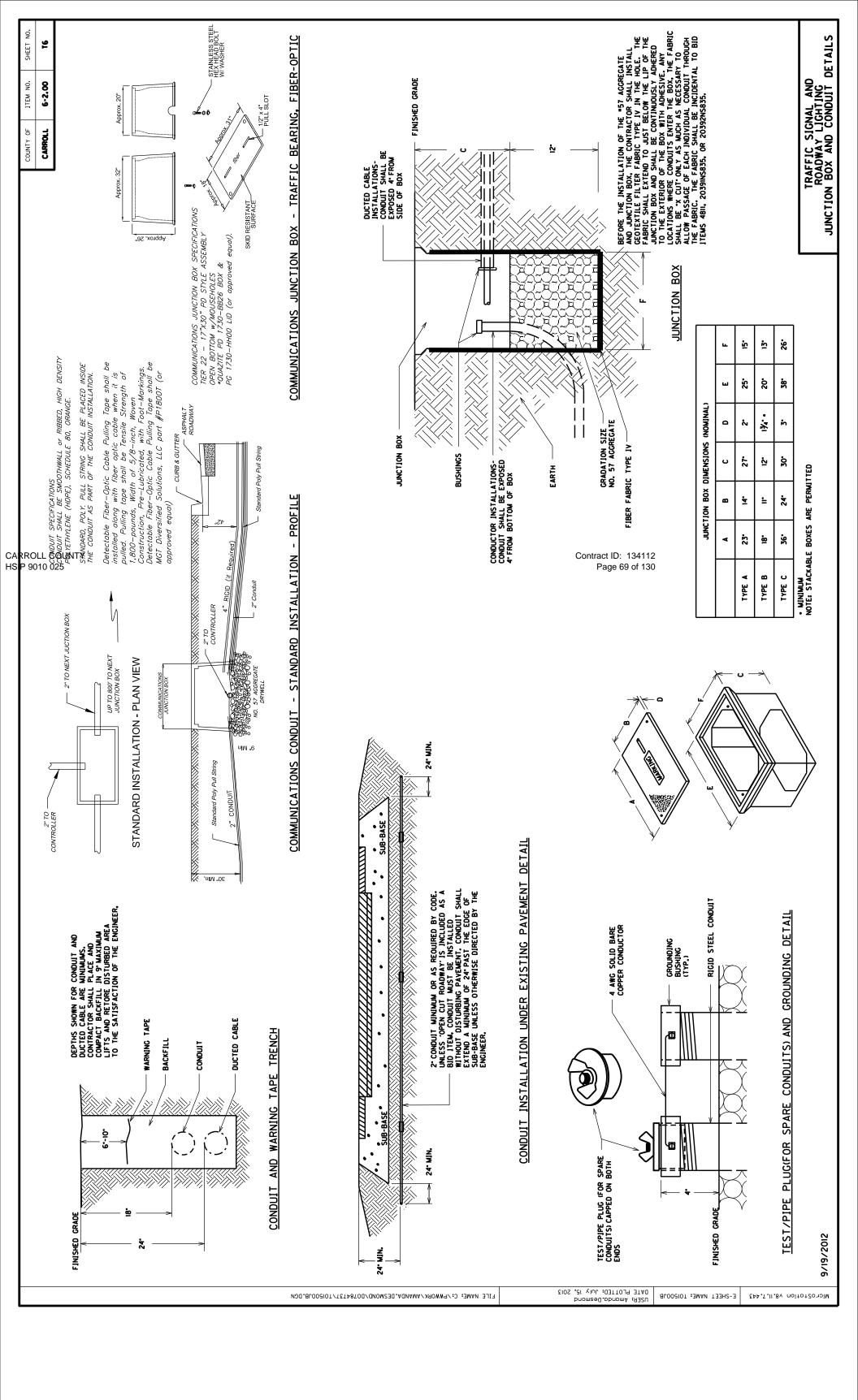
TRAFFIC SIGNAL ESTIMATE OF OUANTITIES MEASUREMENT, CONST, AND MISC NOTES











PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

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

Supplemental Specifications to the Standard Specifications for Road and Bridge Construction, 2012 Edition Effective with the September 27, 2013 Letting

Subsection:	108.03 Preconstruction Conference.	
Revision:	Replace 8) Staking with the following:	
	8) Staking (designated by a Professional Engineer or Land Surveyor licensed in the	
	Commonwealth of Kentucky.	
Subsection:	109.07.02 Fuel.	
Revision:	Revise item Crushed Aggregate Used for Embankment Stabilization to the following:	
	Crushed Aggregate	
	Used for Stabilization of Unsuitable Materials	
	Used for Embankment Stabilization	
Subsection:	110.02 Demobilization.	
Revision:	Replace the first part of the first sentence of the second paragraph with the following:	
	Perform all work and operations necessary to accomplish final clean-up as specified in the first	
	paragraph of Subsection 105.12;	
Subsection:	112.03.12 Project Traffic Coordinator (PTC).	
Revision:	Replace the last paragraph of this subsection with the following:	
120 (151011)	Ensure the designated PTC has sufficient skill and experience to properly perform the task	
	assigned and has successfully completed the qualification courses.	
Subsection:	112.04.18 Diversions (By-Pass Detours).	
Revision:	Insert the following sentence after the 2nd sentence of this subsection.	
	The Department will not measure temporary drainage structures for payment when the contract	
	documents provide the required drainage opening that must be maintained with the diversion.	
	The temporary drainage structures shall be incidental to the construction of the diversion. If the	
	contract documents fail to provide the required drainage opening needed for the diversion, the	
	cost of the temporary drainage structure will be handled as extra work in accordance with	
	section 109.04.	
Subsection:	201.03.01 Contractor Staking.	
Revision:	Replace the first paragraph with the following: Perform all necessary surveying under the	
120,121011	general supervision of a Professional Engineer or Land Surveyor licensed in the	
	Commonwealth of Kentucky.	
Subsection:	201.04.01 Contractor Staking.	
Revision:	Replace the last sentence of the paragraph with the following: Complete the general layout of	
	the project under the supervision of a Professional Engineer or Land Surveyor licensed in the	
	Commonwealth of Kentucky.	
Subsection:	206.04.01 Embankment-in-Place.	
Revision:	Replace the fourth paragraph with the following: The Department will not measure suitable	
	excavation included in the original plans that is disposed of for payment and will consider it	
	incidental to Embankment-in-Place.	
Subsection:	208.02.01 Cement.	
Revision:	Replace paragraph with the following:	
	Select Type I or Type II cement conforming to Section 801. Use the same type cement	
	throughout the work.	
]	1	

Subsection:	208.03.06 Curing and Protection.				
Revision:	Replace the fourth paragraph with the following:				
ACVISION.	Do not allow traffic or equipment on the finished surface until the stabilized subgrade has cured for a total of 7-days with an ambient air temperature above 40 degrees Fahrenheit. A curing day consists of a continuous 24-hour period in which the ambient air temperature does not fall below 40 degrees Fahrenheit. Curing days will not be calculated consecutively, but must total seven (7), 24-hour days with the ambient air temperature remaining at or above 40 degrees Fahrenheit before traffic or equipment will be allowed to traverse the stabilized subgrade. The Department may allow a shortened curing period when the Contractor requests. The Contractor shall give the Department at least 3 day notice of the request for a shortened curing period. The Department will require a minimum of 3 curing days after final compaction. The Contractor shall furnish cores to the treated depth of the roadbed at 500 feet intervals for each lane when a shortened curing time is requested. The Department will test cores using an unconfined compression test. Roadbed cores must achieve a minimum strength requirement of 80 psi.				
Subsection:	208.03.06 Curing and Protection.				
Revision:	Replace paragraph nine with the following:				
	At no expense to the Department, repair any damage to the subgrade caused by freezing.				
Subsection:	212.03.03 Permanent Seeding and Protection.				
Part:	A) Seed Mixtures for Permanent Seeding.				
Number:	2)				
Revision:	Replace the paragraph with the following:				
	Permanent Seeding on Slopes Greater than 3:1 in Highway Districts 4, 5, 6, and 7. Apply seed mix Type II at a minimum application rate of 100 pounds per acre. If adjacent to a golf course replace the crown vetch with Kentucky 31 Tall Fescue.				
Subsection:	212.03.03 Permanent Seeding and Protection.				
Part:	A) Seed Mixtures for Permanent Seeding.				
Number:	3)				
Revision:	Replace the paragraph with the following:				
	Permanent Seeding on Slopes Greater than 3:1 in Highway Districts 1, 2, 3, 8, 9, 10, 11, and 12. Apply seed mix Type III at a minimum application rate of 100 pounds per acre. If adjacent to crop land or golf course, replace the Sericea Lespedeza with Kentucky 31 Fescue.				
Subsection:	213.03.02 Progress Requirements.				
Revision:	Replace the last sentence of the third paragraph with the following:				
	Additionally, the Department will apply a penalty equal to the liquidated damages when all				
	aspects of the work are not coordinated in an acceptable manner within 7 calendar days after				
	written notification.				
Subsection:	213.03.05 Temporary Control Measures.				
Part:	E) Temporary Seeding and Protection.				
Revision:	Delete the second sentence of the first paragraph.				
Subsection:	304.02.01 Physical Properties.				
Table:	Required Geogrid Properties				
Revision:	Replace all references to Test Method "GRI-GG2-87" with ASTM D 7737.				

Subsection:	402.03.02 Contractor Quality Control and Department Acceptance.			
Part:	B) Sampling.			
Revision:	Replace the second sentence with the following: The Department will determine when to obtain the quality control samples using the random-number feature of the mix design submittal and approval spreadsheet. The Department will randomly determine when to obtain the verification samples required in Subsections 402.03.03 and 402.03.04 using the Asphalt Mixture Sample Random Tonnage Generator.			
Subsection:	402.03.02 Contractor Quality Control and Department Acceptance.			
Part:	D) Testing Responsibilities.			
Number:	3) VMA.			
Revision:	Add the following paragraph below Number 3) VMA: Retain the AV/VMA specimens and one additional corresponding G _{mm} sample for 5 working days for mixture verification testing by the Department. For Specialty Mixtures, retain a mixture sample for 5 working days for mixture verification testing by the Department. When the Department's test results do not verify that the Contractor's quality control test results are within the acceptable tolerances according to Subsection 402.03.03, retain the samples and specimens from the affected sublot(s) for the duration of the project.			
Subsection:	402.03.02 Contractor Quality Control and Department Acceptance.			
Part:	D) Testing Responsibilities.			
Number:	4) Density.			
Revision:	Replace the second sentence of the Option A paragraph with the following: Perform coring by			
	the end of the following work day.			
Subsection:	402.03.02 Contractor Quality Control and Department Acceptance.			
Part:	D) Testing Responsibilities.			
Number:	5) Gradation.			
Revision:	Delete the second paragraph.			
Subsection:	402.03.02 Contractor Quality Control and Department Acceptance.			
Part:	H) Unsatisfactory Work.			
Number:	1) Based on Lab Data.			
Revision:	Replace the second paragraph with the following: When the Engineer determines that safety			
	concerns or other considerations prohibit an immediate shutdown, continue work and the Department will make an evaluation of acceptability according to Subsection 402.03.05.			

Subsection:	402.03.03 Verification.					
Revision:	Replace the first paragraph with the following:					
	402.03.03 Mixture Verification. For volumetric properties, the Department will perform a					
	minimum of one verification test for AC, AV, and VMA according to the corresponding					
	procedures as given in Subsection 402.03.02. The Department will randomly determine when to obtain the verification sample using the Asphalt Mixture Sample Random Toppage					
	to obtain the verification sample using the Asphalt Mixture Sample Random Tonnage					
	Generator. For specialty mixtures, the Department will perform one AC and one gradation					
	determination per lot according to the corresponding procedures as given in Subsection					
	402.03.02. However, Department personnel will not perform AC determinations according to KM 64-405. The Contractor will obtain a quality control sample at the same time the					
	Department obtains the mixture verification sample and perform testing according to the					
	procedures given in Subsection 402.03.02. If the Contractor's quality control sample is verified					
	by the Department's test results within the tolerances provided below, the Contractor's sample					
	will serve as the quality control sample for the affected sublot. The Department may perform					
	the mixture verification test on the Contractor's equipment or on the Department's equipment.					
Subsection:	402.03.03 Verification.					
Part:	A) Evaluation of Sublot(s) Verified by Department.					
Revision:	Replace the third sentence of the second paragraph with the following: When the paired t -test					
	indicates that the Contractor's data and Department's data are possibly not from the same					
	population, the Department will investigate the cause for the difference according to Subsection					
	402.03.05 and implement corrective measures as the Engineer deems appropriate.					
	402.03.03 Verification.					
Part:	B) Evaluation of Sublots Not Verified by Department.					
Revision:	Replace the third sentence of the first paragraph with the following: When differences between					
	test results are not within the tolerances listed below, the Department will resolve the					
G 1 4	discrepancy according to Subsection 402.03.05.					
	402.03.03 Verification.					
Part:	B) Evaluation of Sublots Not Verified by Department.					
Revision:	Replace the third sentence of the second paragraph with the following: When the F-test or t-					
	test indicates that the Contractor's data and Department's data are possibly not from the same					
	population, the Department will investigate the cause for the difference according to Subsection 402.03.05 and implement corrective measures as the Engineer deems appropriate.					
	402.05.05 and implement corrective measures as the Engineer deems appropriate.					
Subsection:	402.03.03 Verification.					
Part:	C) Test Data Patterns.					
Revision:	Replace the second sentence with the following: When patterns indicate substantial differences					
	between the verified and non-verified sublots, the Department will perform further comparative					
	testing according to subsection 402.03.05.					

Subsection:	402.03 CONSTRUCTION.				
Revision:	Add the following subsection: 402.03.04 Testing Equipment and Technician Verification. For mixtures with a minimum quantity of 20,000 tons and for every 20,000 tons thereafter, the Department will obtain an additional verification sample at random using the Asphalt Mixture Sample Random Tonnage Generator in order to verify the integrity of the Contractor's and Department's laboratory testing equipment and technicians. The Department will obtain a mixture sample of at least 150 lb at the asphalt mixing plant according to KM 64-425 and split it according to AASHTO R 47. The Department will retain one split portion of the sample and				
	provide the other portion to the Contractor. At a later time convenient to both parties, the Department and Contractor will simultaneously reheat the sample to the specified compaction temperature and test the mixture for AV and VMA using separate laboratory equipment according to the corresponding procedures given in Subsection 402.03.02. The Department will evaluate the differences in test results between the two laboratories. When the difference between the results for AV or VMA is not within \pm 2.0 percent, the Department will investigate and resolve the discrepancy according to Subsection 402.03.05.				
Subsection:	402.03.04 Dispute Resolution.				
Revision:	Change the subsection number to 402.03.05.				
Subsection:	402.05 PAYMENT.				
Part:	Lot Pay Adjustment Schedule Compaction Option A Base and Binder Mixtures				
Table:	AC				
Revision:	Replace the Deviation from JMF(%) that corresponds to a Pay Value of 0.95 to ±0.6.				
Subsection:	403.02.10 Material Transfer Vehicle (MTV).				
Revision:	Replace the first sentence with the following: In addition to the equipment specified above, provide a MTV with the following minimum characteristics:				
Subsection:	412.02.09 Material Transfer Vehicle (MTV).				
Revision:	Replace the paragraph with the following:				
	Provide and utilize a MTV with the minimum characteristics outlined in section 403.02.10.				
Subsection:	412.03.07 Placement and Compaction.				
Revision:	Replace the first paragraph with the following:				
	Use a MTV when placing SMA mixture in the driving lanes. The MTV is not required on				
	ramps and/or shoulders unless specified in the contract. When the Engineer determines the use				
	of the MTV is not practical for a portion of the project, the Engineer may waive its requirement				
	for that portion of pavement by a letter documenting the waiver.				
Subsection:	412.04 MEASUREMENT.				
Revision:	Add the following subsection:				
	412.04.03. Material Transfer Vehicle (MTV). The Department will not measure the MTV for				
	payment and will consider its use incidental to the asphalt mixture.				

Subsection: 50	01.03.19 Surface Tolerances and Testing Surface.			
) Ride Quality.			
	Add the following to the end of the first paragraph:			
	the Department will specify if the ride quality requirements are Category A or Category B			
	hen ride quality is specified in the Contract. Category B ride quality requirements shall apply			
	hen the Department fails to classify which ride quality requirement will apply to the Contract.			
	03.03.06 Cofferdams.			
	eplace the seventh sentence of paragraph one with the following:			
	ubmit drawings that are stamped by a Professional Engineer licensed in the Commonwealth of			
	entucky.			
	05.03.04 Tack Welding.			
	sert the subsection and the following: 605.03.04 Tack Welding. The Department does not			
	low tack welding.			
	06.03.17 Special Requirements for Latex Concrete Overlays.			
) Existing Bridges and New Structures.			
	Prewetting and Grout-Bond Coat.			
	Add the following sentence to the last paragraph: Do not apply a grout-bond coat on bridge			
	ecks prepared by hydrodemolition.			
	609.03 Construction. Replace Subsection 600.03 01 with the following:			
	Replace Subsection 609.03.01 with the following:			
	609.03.01 A) Swinging the Spans. Before placing concrete slabs on steel spans or precast			
	concrete release the temporary erection supports under the bridge and swing the span free on its			
	supports. 609.03.01 B) Lift Loops. Cut all lift loops flush with the top of the precast beam once the			
	eam is placed in the final location and prior to placing steel reinforcement. At locations where			
	ft loops are cut, paint the top of the beam with galvanized or epoxy paint.			
	11.03.02 Precast Unit Construction.			
	eplace the first sentence of the subsection with the following: Construct			
	nits according to ASTM C1577, replacing Table 1 (Design Requirements for Precast			
	oncrete Box Sections Under Earth, Dead and HL-93 Live Load Conditions) with KY			
	able 1 (Precast Culvert KYHL-93 Design Table), and Section 605 with the following			
	acceptions and additions:			
	13.03.01 Design.			
Number: 2)				
	eplace "AASHTO Standard Specifications for Highway Bridges" with "AASHTO LRFD			
	ridge Design Specifications"			
	15.06.02			
Revision: Ac	Add the following sentence to the end of the subsection. The ends of units shall be normal to			
	walls and centerline except exposed edges shall be beveled ¾ inch.			
	15.06.03 Placement of Reinforcement in Precast 3-Sided Units.			
Revision: Re	eplace the reference of 6.6 in the section to 615.06.06.			
Subsection: 61	15.06.04 Placement of Reinforcement for Precast Endwalls.			
Revision: Re	eplace the reference of 6.7 in the section to 615.06.07.			

Subsection:	615.06.06 Laps, Welds, and Spacing for Precast 3-Sided Units.						
Revision:	Replace the subsection with the following: Tension splices in the circumferential						
210 / 1010110	reinforcement shall be made by lapping. Laps may not be tack welded together for assembly						
	purposes. For smooth welded wire fabric, the overlap shall meet the requirements of AASHTO						
	2012 Bridge Design Guide Section 5.11.2.5.2 and AASHTO 2012 Bridge Design Guide						
	Section 5.11.6.3. For deformed welded wire fabric, the overlap shall meet the requirements of						
	AASHTO 2012 Bridge Design Guide Section 5.11.2.5.1 and AASHTO 2012 Bridge Design						
	Guide Section 5.11.6.2. The overlap of welded wire fabric shall be measured between the outer						
	most longitudinal wires of each fabric sheet. For deformed billet-steel bars, the overlap shall						
	meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.1. For splices other than tension splices, the overlap shall be a minimum of 12" for welded wire fabric or						
	deformed billet-steel bars. The spacing center to center of the circumferential wires in a wire						
	fabric sheet shall be no less than 2 inches and no more than 4 inches. The spacing center to						
	center of the longitudinal wires shall not be more than 8 inches. The spacing center to center of						
	the longitudinal distribution steel for either line of reinforcing in the top slab shall be not more						
	than 16 inches.						
Subsection:	615.06.07 Laps, Welds, and Spacing for Precast Endwalls.						
Revision:	Replace the subsection with the following:						
	Splices in the reinforcement shall be made by lapping. Laps may not be tack welded together						
	for assembly purposes. For smooth welded wire fabric, the overlap shall meet the requirements						
	of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.2 and AASHTO 2012 Bridge Design						
	Guide Section 5.11.6.3. For deformed welded wire fabric, the overlap shall meet the						
	requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.1 and AASHTO 2012 Bridge Design Guide Section 5.11.6.2. For deformed billet-steel bars, the overlap shall meet						
	the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.1. The spacing center-						
	to-center of the wire fabric sheet shall not be less than 2 inches or more than 8 inches.						
Subsection:	615.08.01 Type of Test Specimen.						
Revision:	Replace the subsection with the following:						
	Start-up slump, air content, unit weight, and temperature tests will be performed each day on						
	the first batch of concrete. Acceptable start-up results are required for production of the first						
	unit. After the first unit has been established, random acceptance testing is performed daily for						
	each 50 yd ³ (or fraction thereof). In addition to the slump, air content, unit weight, and						
	temperature tests, a minimum of one set of cylinders shall be required each time plastic property testing is performed.						
Subsection:	615.08.02 Compression Testing.						
Revision:	Delete the second sentence.						
Subsection:	615.08.04 Acceptability of Core Tests.						
	Delete the entire subsection.						
Subsection:	615.12 Inspection.						
Revision:	Add the following sentences to the end of the subsection: Units will arrive at jobsite with the						
	"Kentucky Oval" stamped on the unit which is an indication of acceptable inspection at the						
	production facility. Units shall be inspected upon arrival for any evidence of damage resulting						
	from transport to the jobsite.						

Chasation.	716 0	2 02 Doi:								
Subsection:	716.02.02 Paint.									
Revision:	Replace sentence with the following: Conform to Section 821. 716.03 CONSTRUCTION.									
Subsection:						5\	ITO G	1 10		C C 1
Revision:	_	eplace bullet 5) with the following: 5) AASHTO Standard Specifications for Structural upports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current								
			iignway S	Signs,	Luminair	es, and I	rame Si	gnais, 20)13-6th E	dition with current
	interi		1		T . 11 .1					
Subsection:		_	_		Installatio					
Revision:					with the f	U		,,		
	_						-			e guardrail a
	_						guardra	il to the i	ront face	of the pole base.
Subsection:		_	_		Installatio	on.				
Part:	· ′		nal Install							
Revision:	_					_		e transfo	rmer base	e so the door is
	-			•	rom on-co		iffic.			
Subsection:	716.03.02 Lighting Standard Installation.									
Part:	· ′		nal Install							
Number:	· ·	•			l Require					
Revision:	_					_			_	nform to Section 12
		of the AASHTO Standard Specifications for Structural Supports for Highway Signs,								
		Luminaires, and Traffic Signals, 2013-6th Edition with current interims.								
Subsection:		_	_		Installatio	on.				
Part:	B) Hi	gh Mast	Installati	on						
Revision:	Repla	ce the fi	rst senten	ce wit	h the follo	owing: Ir	istall eac	h high n	nast pole	as noted on plans.
Subsection:	716.0	3.02 Lig	hting Sta	ndard	Installatio	on.				
Part:		_	Installati							
Number:	2) Co	ncrete B	ase Instal	lation						
Revision:	Modi	fication (of Chart a	and suc	cceeding 1	paragrapl	hs within	this sec	tion:	
	-	Drillad	Shaft Dept	th Data]
		Dimed	Shan Dep	3:1	Ground	2:1 (round	1.5:1	Ground	1
		Level	Ground	5	Slope	SI	ope	Slo	pe ⁽²⁾	
		Soil	Rock	Soil	Rock	Soil	Rock	Soil	Rock	
		17 ft	7 ft	19 ft	7 ft	20 ft	7 ft	(1)	7 f t]
			equiremer	nts						
		Ver	tical Bars		Ties	or Spiral				
	Size Spacing or Total Size Pitch									
		#10	16		#4	12 in	ch			

- (1): Shaft length is 22' for cohesive soil only. For cohesionless soil, contact geotechnical branch for design.
- (2): Do not construct high mast drilled shafts on ground slopes steeper than 1.5:1 without the approval of the Division of Traffic.

If rock is encountered during drilling operations and confirmed by the engineer to be of sound quality, the shaft is only required to be further advanced into the rock by the length of rock socket shown in the table. The total length of the shaft need not be longer than that of soil alone. Both longitudinal rebar length and number of ties or spiral length shall be adjusted accordingly.

If a shorter depth is desired for the drilled shaft, the contractor shall provide, for the state's review and approval, a detailed column design with individual site specific soil and rock analysis performed and approved by a Professional Engineer licensed in the Commonwealth of Kentucky.

Spiral reinforcement may be substituted for ties. If spiral reinforcement is used, one and one-half closed coils shall be provided at the ends of each spiral unit. Subsurface conditions consisting of very soft clay or very loose saturated sand could result in soil parameters weaker than those assumed. Engineer shall consult with the geotechnical branch if such conditions are encountered.

The bottom of the drilled hole shall be firm and thoroughly cleaned so no loose or compressible materials are present at the time of the concrete placement. If the drilled hole contains standing water, the concrete shall be placed using a tremie to displace water. Continuous concrete flow will be required to insure full displacement of any water.

The reinforcement and anchor bolts shall be adequately supported in the proper positions so no movement occurs during concrete placement. Welding of anchor bolts to the reinforcing cage is unacceptable, templates shall be used.

Exposed portions of the foundation shall be formed to create a smooth finished surface. All forming shall be removed upon completion of foundation construction.

Subsection:

716.03.03 Trenching.

Part:

A) Trenching of Conduit for Highmast Ducted Cables.

Revision:

Add the following after the first sentence: If depths greater than 24 inches are necessary, obtain the Engineer's approval and maintain the required conduit depths coming into the junction boxes. No payment for additional junction boxes for greater depths will be allowed.

Subsection:

716.03.03 Trenching.

Part:

B) Trenching of Conduit for Non-Highmast Cables.

Revision:

Add the following after the second sentence: If depths greater than 24 inches are necessary for either situation listed previously, obtain the Engineer's approval and maintain the required conduit depths coming into the junction boxes. No payment for additional junction boxes for greater depths will be allowed.

Subsection:

716.03.10 Junction Boxes.

Revision:

Replace subsection title with the following: Electrical Junction Box.

Subsection:	716.04.07 Pole with Secondary Control Equipment.				
Revision:	Replace the paragraph with the following:				
	The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure mounting the cabinet to the pole, backfilling, restoration, any necessary hardware to anchor pole, or electrical inspection fees, and will consider them incidental to this item of work. The Department will also not measure furnishing and installing electrical service conductors, specified conduits, meter base, transformer, service panel, fused cutout, fuses, lighting arrestors, photoelectrical control, circuit breaker, contactor, manual switch, ground rods, and ground wires and will consider them incidental to this item of work.				
Subsection:	716.04.08 Lighting Control Equipment.				
Revision:	Replace the paragraph with the following:				
	The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure constructing the concrete base, excavation, backfilling, restoration, any necessary anchors, or electrical inspection fees, and will consider them incidental to this item of work. The Department will also not measure furnishing and installing electrical service conductors, specified conduits, meter base, transformer, service panel, fused cutout, fuses, lighting arrestors, photoelectrical control, circuit breakers, contactor, manual switch, ground rods, and ground wires and will consider them incidental to this item of work.				
Subsection:	716.04.09 Luminaire.				
Revision:	Replace the first sentence with the following:				
	The Department will measure the quantity as each individual unit furnished and installed.				
Subsection:	716.04.10 Fused Connector Kits.				
Revision:	Replace the first sentence with the following:				
	The Department will measure the quantity as each individual unit furnished and installed.				
Subsection:	716.04.13 Junction Box.				
Revision:	Replace the subsection title with the following: Electrical Junction Box Type Various.				
Subsection:	716.04.13 Junction Box.				
Part:	A) Junction Electrical.				
Revision:	Rename A) Junction Electrical to the following: A) Electrical Junction Box.				
Subsection:	716.04.14 Trenching and Backfilling.				
Revision:	Replace the second sentence with the following: The Department will not measure excavation,				
	backfilling, underground utility warning tape (if required), the restoration of disturbed areas to				
	original condition, and will consider them incidental to this item of work.				
Subsection:	716.04.18 Remove Lighting.				
Revision:	Replace the paragraph with the following: The Department will measure the quantity as a lump				
	sum for the removal of lighting equipment. The Department will not measure the disposal of				
	all equipment and materials off the project by the contractor. The Department also will not				
	measure the transportation of the materials and will consider them incidental to this item of				
	work.				
<u></u>					

	-					
anisting moderney Construction and all 111 1 1 1 2d C C C	feet. This item shall include all work necessary for boring and installing conduit under an					
existing roadway. Construction methods snall be in accordance with Sections 7	existing roadway. Construction methods shall be in accordance with Sections 706.03.02,					
paragraphs 1, 2, and 4.						
Subsection: 716.05 PAYMENT.						
Revision: Replace items 04810-04811, 20391NS835 and, 20392NS835 under <u>Code</u> , <u>Pay</u>	Item, and Pay					
<u>Unit</u> with the following:						
<u>Code</u> <u>Pay Item</u> <u>Pay Unit</u>						
04810 Electrical Junction Box Each						
04811 Electrical Junction Box Type B Each						
20391NS835 Electrical Junction Box Type A Each						
20391NS835 Electrical Junction Box Type C Each						
Subsection: 723.03 CONSTRUCTION.						
Revision: Replace bullet 5) with the following: 5) AASHTO Standard Specifications fo	r Structural					
Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition	n with current					
interims,	interims,					
Subsection: 723.02.02 Paint.						
Revision: Replace sentence with the following: Conform to Section 821.						
Subsection: 723.03.02 Poles and Bases Installation.						
Revision: Replace the first sentence with the following:						
1	Regardless of the station and offset noted, locate all poles/bases behind the guardrail a					
	minimum of four feet from the front face of the guardrail to the front face of the pole base.					
	723.03.02 Poles and Bases Installation.					
Part: A) Steel Strain and Mastarm Poles Installation						
Revision: Replace the second paragraph with the following: For concrete base installation						
716.03.02, B), 2), Paragraphs 2-7. Drilled shaft depth shall be based on the soil						
encountered during drilling and slope condition at the site. Refer to the design	encountered during drilling and slope condition at the site. Refer to the design chart below:					
Subsection: 723.03.02 Poles and Bases Installation.	723.03.02 Poles and Bases Installation.					
Part: B) Pedestal or Pedestal Post Installation.						
	Replace the fourth sentence of the paragraph with the following: For breakaway supports,					
conform to Section 12 of the AASHTO Standard Specifications for Structural	• • •					
Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with curren						
Subsection: 723.03.03 Trenching.						
Part: A) Under Roadway.						
Revision: Add the following after the second sentence: If depths greater than 24 inches at	re necessary,					
obtain the Engineer's approval and maintain ether required conduit depths com	•					
junction boxes. No payment for additional junction boxes for greater depths w	•					

Subsection:	723.03.11 Wiring Installation.					
Revision:	Add the following sentence between the fifth and sixth sentences: Provide an extra two feet of					
	loop wire and lead-in past the installed conduit in poles, pedestals, and junction boxes.					
Subsection:	723.03.12 Loop Installation.					
Revision:	Replace the fifth sentence with the following: Provide an extra two feet of loop wire and lead-					
	in past the installed conduit in poles, pedestals, and junction boxes.					
Subsection:	23.04.02 Junction Box.					
Revision:	Replace subsection title with the following: Electrical Junction Box Type.					
Subsection:	723.04.03 Trenching and Backfilling.					
Revision:	Replace the second sentence with the following: The Department will not measure excavation,					
	backfilling, underground utility warning tape (if required), the restoration of disturbed areas to					
	original condition, and will consider them incidental to this item of work.					
Subsection:	723.04.10 Signal Pedestal.					
Revision:	Replace the second sentence with the following: The Department will not measure excavation,					
	concrete, reinforcing steel, specified conduits, fittings, ground rod, ground wire, backfilling,					
	restoring disturbed areas, or other necessary hardware and will consider them incidental to this					
	item of work.					
Subsection:	723.04.15 Loop Saw Slot and Fill.					
Revision:	Replace the second sentence with the following: The Department will not measure sawing,					
	cleaning and filling induction loop saw slot, loop sealant, backer rod, and grout and will					
	consider them incidental to this item of work.					
Subsection:	723.04.16 Pedestrian Detector.					
Revision:	Replace the paragraph with the following: The Department will measure the quantity as each					
	individual unit furnished, installed and connected to pole/pedestal. The Department will not					
	measure installing R10-3e (with arrow) sign, furnishing and installing mounting hardware for					
	sign and will consider them incidental to this item of work.					
Subsection:	723.04.18 Signal Controller- Type 170.					
Revision:	Replace the second sentence with the following: The Department will not measure constructing					
	the concrete base or mounting the cabinet to the pole, connecting the signal and detectors,					
	excavation, backfilling, restoration, any necessary pole mounting hardware, electric service, or					
	electrical inspection fees and will consider them incidental to this item of work. The					
	Department will also not measure furnishing and connecting the induction of loop amplifiers,					
	pedestrian isolators, load switches, model 400 modem card; furnishing and installing electrical					
	service conductors, specified conduits, anchors, meter base, fused cutout, fuses, ground rods,					
	ground wires and will consider them incidental to this item of work.					
<u> </u>						

3.04.20 Install Signal Controller - Type 170.						
place the paragraph with the following: The Department will measure the quantity as each						
lividual unit installed. The Department will not measure constructing the concrete base or						
ounting the cabinet to the pole, connecting the signal and detectors, and excavation,						
ckfilling, restoration, any necessary pole mounting hardware, electric service, or electrical						
pection fees and will consider them incidental to this item of work. The Department will						
o not measure connecting the induction loop amplifiers, pedestrian, isolators, load switches,						
odel 400 modem card; furnishing and installing electrical service conductors, specified						
conduits, anchors, meter base, fused cutout, fuses, ground rods, ground wires and will consider						
them incidental to this item of work.						
3.04.22 Remove Signal Equipment.						
place the paragraph with the following: The Department will measure the quantity as a lump						
m removal of signal equipment. The Department will not measure the return of control						
sipment and signal heads to the Department of Highways as directed by the District Traffic						
gineer. The Department also will not measure the transportation of materials of the disposal						
all other equipment and materials off the project by the contractor and will consider them						
idental to this item of work.						
3.04.28 Install Pedestrian Detector Audible.						
place the second sentence with the following: The Department will not measure installing						
n R10-3e (with arrow) and will consider it incidental to this item of work.						
723.04.29 Audible Pedestrian Detector.						
place the second sentence with the following: The Department will not measure furnishing						
d installing the sign R10-3e (with arrow) and will consider it incidental to this item of work.						
3.04.30 Bore and Jack Conduit.						
place the paragraph with the following: The Department will measure the quantity in linear						
t. This item shall include all work necessary for boring and installing conduit under an						
sting roadway. Construction methods shall be in accordance with Sections 706.03.02,						
ragraphs 1, 2, and 4.						
3.04.31 Install Pedestrian Detector.						
place the paragraph with the following: The Department will measure the quantity as each						
lividual unit installed and connected to pole/pedestal. The Department will not measure						
talling sign R 10-3e (with arrow) and will consider it incidental to this item of work.						
3.04.32 Install Mast Arm Pole.						
place the second sentence with the following: The Department will not measure arms, signal						
bunting brackets, anchor bolts, or any other necessary hardware and will consider them						
eidental to this item of work.						
3.04.33 Pedestal Post.						
place the second sentence with the following: The Department will not measure excavation,						
ncrete, reinforcing steel, anchor bolts, conduit, fittings, ground rod, ground wire, backfilling,						
toration, or any other necessary hardware and will consider them incidental to this item of						
rk.						

	1					
Subsection:	723.04.36 Traffic Signal Pole Base.					
Revision:	Replace the second sentence with the following: The Department will not measure excavation, reinforcing steel, anchor bolts, specified conduits, ground rods, ground wires, backfilling, or restoration and will consider them incidental to this item of work.					
Subsection:		l Signal Pedestal.	item of work.			
Revision:			e Department will not measure excavation,			
ite vision.	-	_	onduits, fittings, ground rod, ground wire,			
		, 1	ware and will consider them incidental to			
	this item of work		ware and win consider them mercental to			
Subsection:	723.04.38 Install					
Revision:			e Department will not measure excavation,			
	concrete, reinforcing steel, anchor bolts, specified conduits, fittings, ground rod, ground wire, backfilling, restoration, or any other necessary hardware and will consider them incidental to this item of work.					
Subsection:	723.05 PAYME	NT.				
Revision:	Replace items 04	4810-04811, 20391NS835 and, 203	92NS835 under <u>Code</u> , <u>Pay Item</u> , and <u>Pay</u>			
	Unit with the fol	llowing:				
	<u>Code</u>	Pay Item	Pay Unit			
	04810	Electrical Junction Box	Each			
	04811	Electrical Junction Box Type B	Each			
	20391NS835	Electrical Junction Box Type A	Each			
	20391NS835	Electrical Junction Box Type C	Each			
Subsection:	813.04 Gray Iron	=				
Revision:	_	rence to "AASHTO M105" with "A				
Subsection:	_	Strength Steel Bolts, Nuts, and Was	shers.			
Number:	A) Bolts.	1 1011 1 21 1 07 11	D 1 14 6 H 1			
Revision:		graph and "Hardness Number" Tabl	_			
	,	rm to ASTM A325 (AASHTO MTC	64) or ASTM A490 (AASHTO 253) as			
Subsection:	applicable.	er Guardrail Posts.				
Revision:			11/1 with "AWPA III Section B. Paragraph			
Kevision.	Third paragraph, replace the reference to "AWPA C14" with "AWPA U1, Section B, Paragraph 4.1".					
Subsection:		er Guardrail Posts.				
Revision:		sentence of the fourth paragraph w	ith the following:			
		pecies of wood for round or square				
Subsection:	814.04.02 Timber Guardrail Posts.					
Revision:	Fourth paragraph	h, replace the reference to "AWPA"	C2" with "AWPA U1, Section B, Paragraph			
	4.1".					
Subsection:	814.04.02 Timbe	er Guardrail Posts.				
Revision:	Delete the second sentence of the fourth paragraph.					
Subsection:	816.07.02 Wood Posts and Braces.					
Revision:	First paragraph, replace the reference to "AWPA C5" with "AWPA U1, Section B, Paragraph					
	4.1".					

G 1 4	016 07 02 W 1 D 4 1 D
Subsection:	816.07.02 Wood Posts and Braces.
Revision:	Delete the second sentence of the first paragraph.
Subsection:	818.07 Preservative Treatment.
Revision:	First paragraph, replace all references to "AWPA C14" with "AWPA U1, Section A".
Subsection:	834.14 LIGHTING POLES.
Revision:	Replace the first sentence with the following: Lighting pole design shall be in accordance with
	loading and allowable stress requirements of the AASHTO Standard Specifications for
	Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with
	current interims.
Subsection:	834.14.03 High Mast Poles.
Revision:	*Remove the second and fourth sentence from the first paragraph.
	*Replace the third paragraph with the following: Provide calculations and drawings that are
	stamped by a Professional Engineer licensed in the Commonwealth of Kentucky.
	*Replace paragraph six with the following: Provide a pole section that conforms to ASTM A
	595 grade A with a minimum yield strength of 55 KSI or ASTM A 572 with a minimum yield
	strength of 55 KSI. Use tubes that are round or 16 sided with a four inch corner radius, have a
	constant linear taper of .144 in/ft and contain only one longitudinal seam weld.
	Circumferential welded tube butt splices and laminated tubes are not permitted. Provide pole
	sections that are telescopically slip fit assembled in the field to facilitate inspection of interior
	surface welds and the protective coating. The minimum length of the telescopic slip splices
	shall be 1.5 times the inside diameter of the exposed end of the female section. Use
	longitudinal seam welds as commended in Section 5.15 of the AASHTO 2013 Specifications.
	The thickness of the transverse base shall not be less than 2 inches. Plates shall be integrally
	welded to the tubes with a telescopic welded joint or a full penetration groove weld with
	backup bar.
	The handhole cover shall be removable from the handhole frame. One the frame side opposite
	the hinge, provide a mechanism on the handhole cover/frame to place the Department's
	standard padlock as specified in Section 834.25. The handhole frame shall have two stainless
	studs installed opposite the hinge to secure the handhole cover to the frame which includes
	providing stainless steel wing nuts and washers. The handhole cover shall be manufactured
	from 0.25 inch thick galvanized steel (ASTM A 153) and have a neoprene rubber gasket that is
	permanently secured to the handhole frame to insure weather-tight protection. The hinge shall
	be manufactured from 7-guage stainless steel to provide adjustability to insure weather-tight fit
	for the cover. The minimum clear distance between the transverse plate and the
	_
	bottom opening of the handhole shall not be less than the diameter of the bottom tube of the
	pole but needs to be at least 15 inches. The handhole frame width shall be 0.4 times the
	diameter of the bottom tube.
	Provide products that are hot-dip galvanized to the requirements of either ASTM A123
	(fabricated products) or ASTM A 153 (hardware items).
Subsection:	834.16 ANCHOR BOLTS.
Revision:	Insert the following sentence at the beginning of the paragraph: The anchor bolt design shall
	follow the NCHRP Report 494 Section 2.4 and NCHRP 469 Appendix A Specifications.

Subsection:	834.17.01 Conventional.
Revision:	Add the following sentence after the second sentence: Provide a waterproof sticker mounted on
	the bottom of the housing that is legible from the ground and indicates the wattage of the
	fixture by providing the fist to numbers of the wattage.
Subsection:	834.21.01 Waterproof Enclosures.
Revision:	*Add the following sentence in the second paragraph in the thirteenth sentence: Provide a
	cabinet door with a louvered air vent, Filter-retaining brackets and an easy clean metal filter.
	*Replace sentence sixteen with the following: Use a 120-volt fixture and utilize a compact
	fluorescent or L.E.D. bulb (equivalent to 60 watt minimum).
Subsection:	835.07 Traffic Poles.
Revision:	Replace the first sentence of the first paragraph with the following: Pole diameter and wall
	thickness shall be calculated in accordance with the AASHTO Standard Specifications for
	Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with
	current interims.
Subsection:	835.07 Traffic Poles.
Revision:	*Replace the first sentence of the fourth paragraph with the following: Ensure transverse plats
	have a thickness ≥ 2 inches.
	*Add the following sentence to the end of the fourth paragraph: The bottom pole diameter
	shall not be less than 16.25 inches.
Subsection:	835.07 Traffic Poles.
Revision:	Replace the second sentence of the fifth paragraph with the following: For anchor bolt design,
	pole forces shall be positioned in such a manner to maximize the force on any individual
	anchor bolt regardless of the actual anchor bolt orientation with the pole.
Subsection:	835.07 Traffic Poles.
Revision:	Replace the first and second sentence of the sixth paragraph with the following: The pole
	handhole shall be 25 inches by 6.5 inches. The handhole cover shall be removable from the
	handhole frame. On the frame side opposite the hinge, provide a mechanism on the handhole
	cover/frame to place the Department's standard padlock as specified in Section 834.25. The
	handhole frame shall have two stainless studs installed opposite the hinge to secure the
	handhole cover to the frame which includes providing stainless steel wing nuts and washers.
	The handhole cover shall be manufactured from 0.25 inch thick galvanized steel (ASTM 153)
	and have a neoprene rubber gasket that is permanently secured to the handhole frame to insure
	weather-tight protection. The hinge shall be manufactured from 7 gauge stainless steel to
	provide adjustability to insure a weather-tight fit for the cover. The minimum clear distance
	between the transverse plate and the bottom opening of the handhole shall not be less than the
	diameter of the bottom tube but needs to be at least 12 inches.
Subsection:	835.07 Traffic Poles.
Revision:	*Replace the first sentence of the last paragraph with the following: Provide calculations and
	drawings that are stamped by a Professional Engineer licensed in the Commonwealth of
	Kentucky.
	*Replace the third sentence of the last paragraph with the following: All tables referenced in
	835.07 are found in the AASHTO Standard Specifications for Structural Supports for Highway
	Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.

Subsection:	835.07.01 Steel Strain Poles.
Revision:	Replace the second sentence of the second paragraph with the following:
	The detailed analysis shall be certified by a Professional Engineer licensed in the
	Commonwealth of Kentucky.
Subsection:	835.07.01 Steel Strain Poles.
Revision:	Replace number 7. after the second paragraph with the following: 7. Fatigue calculations
	should be shown for all fatigue related connections. Provide the corresponding detail, stress
	category and example from table 11.9.3.1-1.
Subsection:	835.07.02 Mast Arm Poles.
Revision:	Replace the second sentence of the fourth paragraph with the following: The detailed analysis
	shall be certified by a Professional Engineer licensed in the Commonwealth of Kentucky.
Subsection:	835.07.02 Mast Arm Poles.
Revision:	Replace number 7) after the fourth paragraph with the following: 7) Fatigue calculations
	should be shown for all fatigue related connections. Provide the corresponding detail, stress
	category and example from table 11.9.3.1-1.
Subsection:	835.07.03 ANCHORS.
Revision:	Add the following to the end of the paragraph: There shall be two steel templates (one can be
	used for the headed part of the anchor bolt when designed in this manner) provided per pole.
	Templates shall be contained within a 26.5 inch diameter. All templates shall be fully
	galvanized (ASTM A 153).
Subsection:	835.16.05 Optical Units.
Revision:	Replace the 3rd paragraph with the following:
	The list of certified products can be found on the following website: http://www.intertek.com.
Subsection:	835.19.01 Pedestrian Detector Body.
Revision:	Replace the first sentence with the following: Provide a four holed pole mounted aluminum
	rectangular housing that is a compatible with the pedestrian detector.

SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

- **1.0 DESCRIPTION.** Install barcode label on sign as specified in the Contract. Section references herein are to the Department's 2012 Standard Specifications for Road and Bridge Construction.
- **2.0 MATERIALS.** The Department will provide the Contractor with a 2 inch x 1 inch foil barcode label for each permanent sign. A unique number will be assigned to each barcode label.

The Contractor shall contact the Operations and Pavement Management Branch in the Division of Maintenance at (502) 564-4556 to obtain the barcode labels.

3.0 CONSTRUCTION. Apply foil barcode label in the lower right quadrant of the sign back. Signs where the bottom edge is not parallel to the ground, the lowest corner of the sign shall serve as the location to place the barcode label. The barcode label shall be placed no less than one-inch and no more than three inches from any edge of the sign. The barcode must be placed so that the sign post does not cover the barcode label.

Barcodes shall be applied in an indoor setting with a minimum air temperature of 50°F or higher. Prior to application of the barcode label, the back of the sign must be clean and free of dust, oil, etc. If the sign is not clean, an alcohol swab shall be used to clean the area. The area must be allowed to dry prior to placement of the barcode label.

Data for each sign shall include the barcode number, MUTCD reference number, sheeting manufacturer, sheeting type, manufacture date, color of primary reflective surface, installation date, latitude and longitude using the North American Datum of 1983 (NAD83) or the State Plane Coordinates using an x and y ordinate of the installed location.

Data should be provided electronically on the TC 71-229 Sign Details Information and TC 71-230 Sign Assembly Information forms. The Contractor may choose to present the data in a different format provided that the information submitted to the Department is equivalent to the information required on the Department TC forms. The forms must be submitted in electronic format regardless of which type of form is used. The Department will not accept PDF or handwritten forms. These completed forms must be submitted to the Department prior to final inspection of the signs. The Department will not issue formal acceptance for the project until the TC 71-229 and TC-230 electronic forms are completed for all signs and sign assemblies on the project.

4.0 MEASUREMENT. The Department will measure all work required for the installation of the barcode label and all work associated with completion and submission of the sign inventory data (TC 71-229 and TC 71-230).

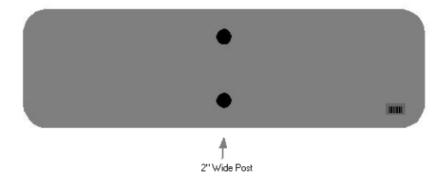
The installation of the permanent sign will be measured in accordance to Section 715.

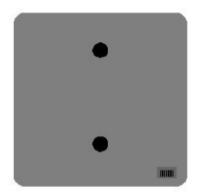
5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

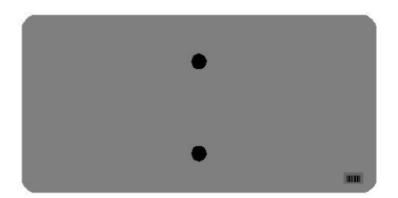
CodePay ItemPay Unit24631ECBarcode Sign InventoryEach

The Department will not make payment for this item until all barcodes are installed and sign inventory is complete on every permanent sign installed on the project. The Department will make payment for installation of the permanent sign in accordance to Section 715. The Department will consider payment as full compensation for all work required under this special note.

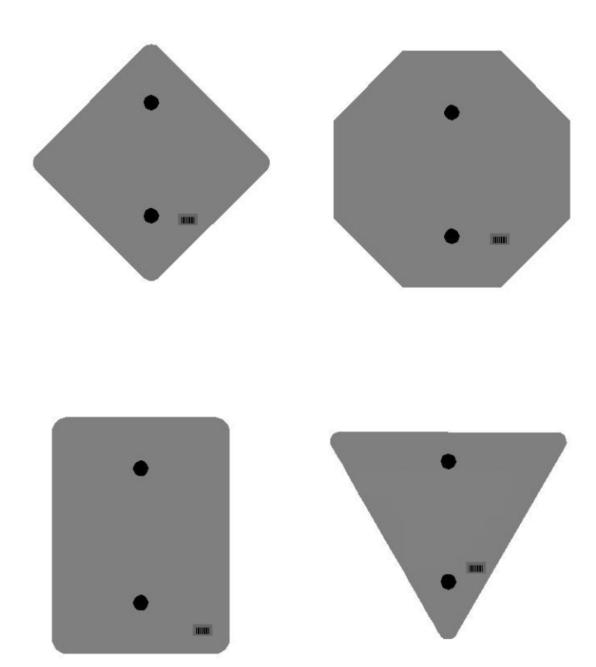
One Sign Post



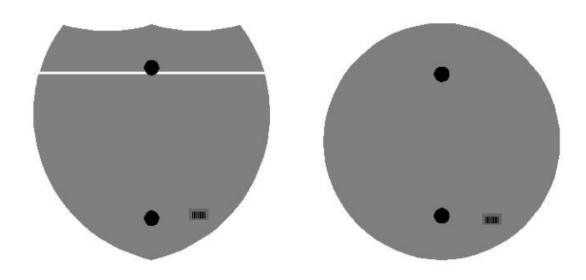


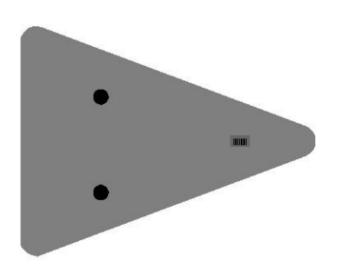


One Sign Post

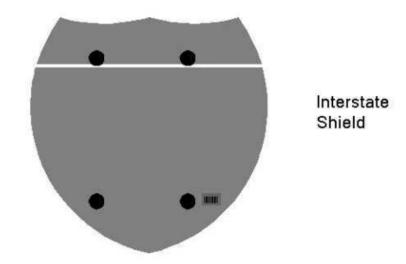


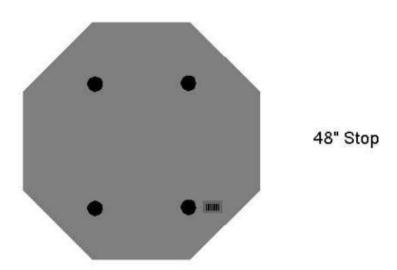
One Sign Post





Double Sign Post

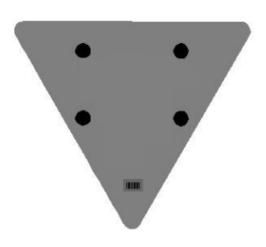




2 Post Signs







2012 STANDARD DRAWINGS THAT APPLY

CURB BOX INLET TYPE A	RDB-270-08
CURB BOX INLET TYPE A	RDB-271-04
CURB BOX INLET TYPE A	RDB-272-06
CURB BOX INLET TYPE A	RDB-273-05
FRAME AND LID TYPE 1	
PERFORATED PIPE FOR SUBGRADE DRAINAGE ON 2-LANE & MULTI-LANE ROAI	DSRDP-005-04
SILT TRAP – TYPE C	RDX-230-01
MISCELLANEOUS STANDARDS PART 1	RGX-001-05
DETECTABLE WARNINGS	RGX-040-02
CURB AND GUTTER, CURBS AND VALLEY GUTTER	RPM-100-09
APPROACHES, ENTRANCES AND MAIL BOX TURNOUT	RPM-110-06
SIDEWALK RAMPS	RPM-170-08
LANE CLOSURE MULTI-LANE HIGHWAY CASE I	TTC-115-02
TEMPORARY PAVEMENT MARKER ARRANGEMENTS FOR LANE CLOSURES	TTC-160-01
POST SPLICING DETAIL	
WORK ZONE SPEED LIMIT AND DOUBLE FINE SIGNS	TTD-120-01
PAVEMENT CONDITION WARNING SIGNS	TTD-125-01
MOBILE OPERATION FOR PAINT STRIPING CASE IV	TTS-115-01
MOBILE OPERATION FOR DURABLE STRIPING CASE I	TTS-120-01
CONCRETE ENTRANCE PAVEMENT AND SIDEWALK	
CONCRETE ENTRANCE PAVEMENT AND SIDEWALK	RPM-152-07
PAVEMENT MARKER ARRNGEMENT TWO-WAY LEFT TURN LANE	TPM-140-02

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

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

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

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:
 - "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
- 2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

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

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

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

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

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3:
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

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

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

VII. SAFETY: ACCIDENT PREVENTION

- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.
- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

T h i s p r o v i s i o n i s applicable to all Federal-aid construction contracts and to all related subcontracts.

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - First Tier Participants:

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

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

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. "First Tier Covered
 Transactions" refers to any covered transaction between a
 grantee or subgrantee of Federal funds and a participant (such
 as the prime or general contract). "Lower Tier Covered
 Transactions" refers to any covered transaction under a First
 Tier Covered Transaction (such as subcontracts). "First Tier
 Participant" refers to the participant who has entered into a
 covered transaction with a grantee or subgrantee of Federal
 funds (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. You may contact the person to
 which this proposal is submitted for assistance in obtaining a
 copy of those regulations. "First Tier Covered Transactions"
 refers to any covered transaction between a grantee or
 subgrantee of Federal funds and a participant (such as the
 prime or general contract). "Lower Tier Covered Transactions"
 refers to any covered transaction under a First Tier Covered
 Transaction (such as subcontracts). "First Tier Participant"
 refers to the participant who has entered into a covered
 transaction with a grantee or subgrantee of Federal funds
 (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

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

* * * * *

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * :

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

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

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

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

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

KRS CHAPTER 344 EFFECTIVE JUNE 16, 1972

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

- 1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities 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 administrating agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

REVISED: 12-3-92

CARROLL COUNTY HSIP 9010 025 Contract ID: 134112 Page 110 of 130

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.

General Decision Number: KY130100 11/01/2013 KY100

Superseded General Decision Number: KY20120125

State: Kentucky

Construction Type: Highway

Counties: Anderson, Bath, Bourbon, Boyd, Boyle, Bracken, Breckinridge, Bullitt, Carroll, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Grayson, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Lewis, Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Rowan, Scott, Shelby, Spencer, Trimble, Washington and Woodford Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	02/22/2013
3	04/26/2013
4	05/31/2013
5	06/07/2013
6	06/14/2013
7	06/21/2013
8	06/28/2013
9	07/05/2013
10	07/19/2013
11	08/30/2013
12	09/20/2013
13	09/27/2013
14	11/01/2013

BRIN0004-003 06/01/2011

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER	.\$ 24.11	10.07

BRKY0001-005 06/01/2013

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

Rates Fringes

BRICKLAYER	\$ 24.82	10.71
BRKY0002-006 06/01/2011		
BRACKEN, GALLATIN, GRANT, MAS	SON & ROBERTSON	COUNTIES:
	Rates	Fringes
BRICKLAYER		10.26
BRKY0007-004 06/01/2011		
BOYD, CARTER, ELLIOT, FLEMING	G, GREENUP, LEWI	S & ROWAN COUNTIES:
	Rates	Fringes
BRICKLAYER		16.80
BRKY0017-004 06/01/2009		
ANDERSON, BATH, BOURBON, BOYI HARRISON, JESSAMINE, MADISON OWEN, SCOTT, WASHINGTON & WOO	, MERCER, MONTGO	
	Rates	Fringes
BRICKLAYER	\$ 24.11	9.97
CARP0064-001 04/01/2013		
	Rates	Fringes
CARPENTER Diver PILEDRIVERMAN	\$ 40.73	14.46 14.46 14.46
ELEC0212-008 06/03/2013		
BRACKEN, GALLATIN and GRANT (COUNTIES	
	Rates	Fringes
ELECTRICIAN	\$ 26.35	16.09
ELEC0212-014 07/01/2013		
BRACKEN, GALLATIN & GRANT COU	JNTIES:	
	Rates	Fringes
Sound & Communication Technician		9.51
* ELEC0317-012 05/29/2013		

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
Electricians:		
Cable Splicer	.\$ 32.68	18.13
Electrician	.\$ 32.22	20.84
ELEC0369-007 05/29/2013		

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL, CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER,

MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT, SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN	\$ 29.48	14.37
ELEC0575-002 12/31/2012		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN	\$ 31.20	13.55

ENGI0181-018 07/01/2013

	Rates	Fringes
Operating Engineer:		
GROUP 1	.\$ 28.00	13.90
GROUP 2	.\$ 25.45	13.90
GROUP 3	.\$ 25.85	13.90
GROUP 4	.\$ 25.17	13.90

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete;

Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

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

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

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

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

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

IRON0044-009 06/01/2013

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,
BOURBON (Northern third, including Townships of Jackson,
Millersburg, Ruddel Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, excluding Townships of Beechburg, Colfax,
Elizaville, Flemingsburg, Flemingsburg Junction, Foxport,
Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills,
Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar
Plains, Ringos Mills, Tilton & Wallingford);
MASON (Western two-thirds, including Townships of Dover,
Lewisburg, Mays Lick, Maysville, Minerva, Moranburg,

Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);

NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);

OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);

SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes	
IRONWORKER			
Fence Erector.	\$ 22.50	18.40	
Structural	\$ 24.80	18.40	

IRON0070-006 06/01/2013

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE, WASHINGTON & WOODFORD BOURBON (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris); CARROLL (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville);

CLARK (Western two-thirds, including Townships of Becknerville, Flanagan, Ford, Pine Grove, Winchester & Wyandotte); OWEN (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill); SCOTT (Southern third, including Townships of Georgetown, Great

Crossing, Newtown, Stampling Ground & Woodlake);

	Rates	Fringes	
IRONWORKER	\$ 26.47	19.30	
IRON0372-006 06/01/2013			- -

BRACKEN, GALLATIN, GRANT, HARRISON and ROBERTSON BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan); CARROLL (Eastern third, including the Township of Ghent); FLEMING (Western part, Excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills,

Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains,

Ringos Mills, Tilton & Wallingford); MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg,

Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);

NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);

OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);

SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall) COUNTIES

		Rates	Fringes
IRONWORKER,	REINFORCING\$	26.47	19.30

IRON0769-007 12/01/2012

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

	Rates	Fringes
IRONWORKER	\$ 32.54	20.18

LABO0189-003 07/01/2013

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

	F	Rates	Fringes
Laborers:			
GROUP	1\$	21.35	11.61
GROUP	2\$	21.60	11.61
GROUP	3\$	21.65	11.61
GROUP	4\$	22.25	11.61

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement

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

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

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

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

LABO0189-008 07/01/2013

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

	I	Rates	Fringes
Laborers:			
GROUP	1\$	22.01	10.95
GROUP	2\$	22.26	10.95
GROUP	3\$	22.31	10.95
GROUP	4\$	22.91	10.95

LABORERS CLASSIFICATIONS

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

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

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

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

LABO0189-009 07/01/2013

BRECKINRIDGE & GRAYSON COUNTIES

	I	Rates	Fringes
Laborers:			
GROUP	1\$	21.96	11.00
GROUP	2\$	22.21	11.00
GROUP	3\$	22.26	11.00
GROUP	4\$	22.86	11.00

LABORERS CLASSIFICATIONS

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

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

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

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

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

PAIN0012-005 06/11/2005

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

	Rates	Fringes
PAINTER Bridge/Equipment Tender		
and/or Containment Builde:	r\$ 18.90	5.90
Brush & Roller	\$ 21.30	5.90
Elevated Tanks;		
Steeplejack Work; Bridge	<u>\$</u>	
Lead Abatement	\$ 22.30	5.90
Sandblasting &		
Waterblasting	\$ 22.05	5.90
Spray	\$ 21.80	5.90

PAIN0012-017 05/01/2013

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)		
Bridge Equipment Tender		
and Containment Builder	20.73	8.36
Brush & Roller	23.39	8.36
Elevated Tanks; Steeplejack Work; Bridge &		
Lead Abatement	3 24.39	8.36
Blasting	3 24.14	8.36
Spray	23.89	8.36

PAIN0118-004 05/01/2010

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

	Rates	Fringes
DA TNIHID		
PAINTER		
Brush & Roller	\$ 18.50	10.30
Spray, Sandblast, Power		
Tools, Waterblast & Steam		
Cleaning		10.30

PAIN1072-003 12/01/2012

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

Painters:		
Bridges; Locks; Dams;		
Tension Towers & Energized		
Substations\$ 30	0.18	L4.65
Power Generating Facilities.\$ 26	5.94 1	L4.65

Rates

Fringes

PLUM0248-003 06/01/2013

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

	Rates	Fringes	
Plumber and Steamfitter	\$ 33.00	17.93	
DI IIM0202 007 06/01/2012			_

PLUM0392-007 06/01/2013

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

Rates Fringes

Plumbers and B	Pipefitters\$	29.60	17.09
PLUM0502-003	08/01/2013		

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

Rates	s I	Fringes
PLUMBER\$ 32.0	00	17.17

SUKY2010-160 10/08/2001

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

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

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

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

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

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- a survey underlying a wage determination
- a Wage and Hour Division letter setting forth a position on a wage determination matter
- a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

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

These rates are listed pursuant to the Kentucky Determination No. CR-13-III- HWY dated April 15, 2013.

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

Ryan Griffith, Acting Director Division of Construction Procurement Frankfort, Kentucky 40622 CARROLL COUNTY HSIP 9010 025 Contract ID: 134112 Page 125 of 130

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

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

GOALS FOR MINORITY	GOALS FOR FEMALE
PARTICIPATION	PARTICIPATION IN
IN EACH TRADE	EACH TRADE
9.2%	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 Carroll County.

PART IV

INSURANCE

INSURANCE

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

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

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

PART V

BID ITEMS

Page 1 of 2

134112

PROPOSAL BID ITEMS

Report Date 1/21/13

Section: 0001 - ROADWAY

Section	on: 0001 - R	KUAL	JVVAT				
LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICEFP	AMOUNT
0010	00001		DGA BASE	285.00	TON	\$	
0020	00190		LEVELING & WEDGING PG64-22	182.00	TON	\$	
0030	00214		CL3 ASPH BASE 1.00D PG64-22	230.00	TON	\$	
0040	00388		CL3 ASPH SURF 0.38B PG64-22	664.00	TON	\$	
0050	01000		PERFORATED PIPE-4 IN	1,339.00	LF	\$	
0060	01456		CURB BOX INLET TYPE A	6.00	EACH	\$	
0070	01740		CORED HOLE DRAINAGE BOX CON-4 IN	12.00	EACH	\$	
0800	01810		STANDARD CURB AND GUTTER	1,314.00	LF	\$	
0090	02101		CEM CONC ENT PAVEMENT-8 IN	107.00	SQYD	\$	
0100	02200		ROADWAY EXCAVATION	287.00	CUYD	\$	
0110	02562		TEMPORARY SIGNS	115.00	SQFT	\$	
0120	02671		PORTABLE CHANGEABLE MESSAGE SIGN	3.00	EACH	\$	
0130	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS	\$	
0140	02677		ASPHALT PAVE MILLING & TEXTURING	620.00	TON	\$	
0150	02705		SILT TRAP TYPE C	6.00	EACH	\$	
0160	02708		CLEAN SILT TRAP TYPE C	6.00	EACH	\$	
0170	02720		SIDEWALK-4 IN CONCRETE	733.00	SQYD	\$	
0180	02726		STAKING	1.00	LS	\$	
0190	02775		ARROW PANEL	2.00	EACH	\$	
0200	04793		CONDUIT-1 1/4 IN	55.00	LF	\$	
0210	04811		ELECTRICAL JUNCTION BOX TYPE B	2.00	EACH	\$	
0220	04820		TRENCHING AND BACKFILLING	55.00	LF	\$	
0230	04830		LOOP WIRE	950.00	LF	\$	
0240	04844		CABLE-NO. 14/5C	610.00	LF	\$	
0250	04850		CABLE-NO. 14/1 PAIR	210.00	LF	\$	
0260	04895		LOOP SAW SLOT AND FILL	360.00	LF	\$	
0270	05990		SODDING	724.00	SQYD	\$	
0280	06406		SBM ALUM SHEET SIGNS .080 IN	90.00	SQFT	\$	
0290	06410		STEEL POST TYPE 1	180.00	LF	\$	
0300	06510		PAVE STRIPING-TEMP PAINT-4 IN	1,354.00	LF	\$	
0310	06514		PAVE STRIPING-PERM PAINT-4 IN	10,937.00		\$	
0320	06565		PAVE MARKING-THERMO X-WALK-6 IN	217.00		\$	
0330	06568		PAVE MARKING-THERMO STOP BAR-24IN	80.00	LF	\$	
0340	06569		PAVE MARKING-THERMO CROSS-HATCH	1,174.00			
0350	06570		PAVE MARKING-PAINT CROSS-HATCH	1,099.00			
0360	06574		PAVE MARKING-THERMO CURV ARROW		EACH		
0370	06589		PAVEMENT MARKER TYPE V-MW		EACH	-	
0380	06591		PAVEMENT MARKER TYPE V-BY		EACH	-	
0390	10020NS		FUEL ADJUSTMENT	1,859.00			\$1,859.00
0400	10030NS		ASPHALT ADJUSTMENT	4,207.00			\$4,207.00
0410	20071EC		JOINT ADHESIVE	3,243.00			, .,
0420	20093NS835		INSTALL PEDESTRIAN HEAD-LED	· · · · · · · · · · · · · · · · · · ·	EACH	-	
0430	21743NN		INSTALL PEDESTRIAN DETECTOR		EACH		
0440	23158ES505		DETECTABLE WARNINGS		SQFT		
0450	23222EC		INSTALL SIGNAL PEDESTAL		EACH	-	
0460	24631EC		BARCODE SIGN INVENTORY		EACH		
	2-700 ILO			13.00		Ψ	

Contract ID: 134112 Page 130 of 130

134112 PROPOSAL BID ITEMS

Page 2 of 2

Report Date 1/21/13

Section: 0002 - DEMOBILIZATION

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRICEFP AMOUNT
0470	02569	DEMOBILIZATION	1.00	LS	\$