



**CALL NO. 103**

**CONTRACT ID. 121350**

**HOPKINS COUNTY**

**FED/STATE PROJECT NUMBER NH 0021 (035)**

**DESCRIPTION I-69-KY 109 INTERCHANGE**

**WORK TYPE ASPHALT REHAB WITH GRADE & DRAIN**

**PRIMARY COMPLETION DATE 12/15/2013**

**LETTING DATE: October 19, 2012**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME October 19, 2012. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**ROAD PLANS**

**DBE CERTIFICATION REQUIRED - 5.60%**

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

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

CONTRACT ID - 121350

ADMINISTRATIVE DISTRICT - 02

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - HOPKINS  
NH 0021 (035)

PCN - DE05400691250

I-69-KY 109 INTERCHANGE INTERCHANGE IMPROVEMENTS, A DISTANCE OF 1.29 MILES. ASPHALT  
REHAB WITH GRADE & DRAIN. SYP NO. 02-08500.00.  
GEOGRAPHIC COORDINATES LATITUDE 37^11'53" LONGITUDE 87^41'21"

COMPLETION DATE(S):

COMPLETION DATE - December 15, 2013  
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/contract](http://www.transportation.ky.gov/contract))

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

### **SPECIAL NOTE FOR 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.

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

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

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

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

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

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

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

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

### **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)

09/26/2012



Steven L. Beshear  
Governor

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

Lori H. Flanery  
Secretary

## SECRETARY'S ORDER 11-004

### FINANCE AND ADMINISTRATION CABINET

#### Vendor Document Disclosure

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

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

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

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

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

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

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

### **FEDERAL CONTRACT NOTES**

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

102.02 Current Capacity Rating 102.10 Delivery of Proposals  
102.08 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.

### **FHWA 1273**

Contrary to Paragraph VI of FHWA 1273, contractors on National Highway System (NHS) projects of \$1 million or more are no longer required to submit Form FHWA-47.

Contrary to Form FHWA-1273, Section V, paragraph 2.b personal addresses and full social

security numbers (SSN) shall not be included on weekly payroll submissions by contractors and subcontractors. Contractors and subcontractors shall include the last four digits of the employee's SSN as an individually identifying number for each employee on the weekly payroll submittal. This in no way changes the requirement that contractors and subcontractors maintain complete SSN and home addresses for employees and provide this information upon request of KYTC, FHWA, and the U.S. Department of Labor.

### **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:

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

**UPON AWARD AND BEFORE A WORK ORDER WIL BE ISSUED**

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

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

the bid, and/or other circumstances beyond the control of the prime contractor.

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

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

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited.

Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Cabinet considers in judging good faith efforts. This documentation may include written subcontractors' quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

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

- 1 Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
- 2 Whether the bidder provided solicitations through all reasonable and available means;
- 3 Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
- 4 Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
- 5 Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
- 6 Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 7 Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any

rejection should be so noted in writing with a description as to why an agreement could not be reached;

8 Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;

9 Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;

10 Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and

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

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

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

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

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

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

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

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

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

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<sup>th</sup> Floor West 200 Mero Street Frankfort, KY 40622

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

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and

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

09/14/11

### **TRAINEES**

In Compliance with the "TRAINING SPECIAL PROVISION" included in Part III of the Proposal, the Contractor will be required to employ 1 trainee(s) (EQUIPMENT OPERATOR GROUP 3) for this contract.

### **NATIONAL HIGHWAY**

Be advised this project is on the NATIONAL HIGHWAY SYSTEM.

### **PROJECT TRAFFIC COORDINATOR (PTC)**

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

### **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.

## **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

### Right-of-Way Certification Form

Revised 2/22/11

Federal Funded

Original

State Funded

Re-Certification

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

Date: September 17, 2012

Project Name: Dawson Springs Road

Letting Date: \_\_\_\_\_

Project #: FD52 054 0109 003-004

County: Hopkins

Item #: 2-8500.00

Federal #: NH 0021(032); NH 0021(033)

Description of Project: Western Kentucky Parkway/KY 109 Interchange improvements.

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

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

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

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

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

**Condition 2.** Although all necessary rights-of-way have not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Trial or appeal of some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Fair market value has been paid or deposited with the court for most parcels. Fair market value for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract. (See note 1 below.)

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

# Right-of-Way Certification Form

Revised 2/22/11

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

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

Approved: Jennifer K. Cox  
Printed Name

[Signature] 9/17/12  
Signature Right-of-Way Supervisor

Approved: DAVID C. ORR  
Printed Name

[Signature] 9/17/12  
Signature KYTC, Director of ROW & Utilities

Approved: David Whitworth  
Printed Name

[Signature] 9/18/12  
Signature FHWA, ROW Officer (when applicable)

# Right-of-Way Certification Form

Revised 2/22/11

Date: September 17, 2012

Project Name: Dawson Springs Road

Project #: FD52 054 0109 003-004

Item #: 2-8500.00

Letting Date: \_\_\_\_\_

County: Hopkins

Federal #: NH 0021(032); NH 0021(033)

This project has 6 total number of parcels to be acquired, and 0 total number of individuals or families to be relocated, as well as 0 total number of businesses to be relocated.

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

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

\_\_\_\_\_ Parcels have not been acquired at this time (explain below for each parcel)

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

\_\_\_\_\_ Relocatees have not been relocated from parcels \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (explain below for each parcel)

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

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

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

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

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

**Hopkins County  
2-8500  
KY 109 / I 69 interchange**

The following is a list of utility companies involved on this project. Contractor is advised to use caution and call **BUD** prior to beginning work.

**AT&T:** will have their facilities relocated by October 30<sup>th</sup> 2012

**Kentucky Utilities:** will have their facilities relocated by October 30<sup>th</sup> 2012

**Verizon Services:** will have their facilities relocated by October 30<sup>th</sup> 2012

**South Hopkins Water District:** Has included the water relocation work in the roadway contract.

**PROTECTION OF UTILITIES**

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

The contractor is advised to contact the **BUD one-call system at 1-800-752-6007** at least two working days prior to excavating. Contractor should be aware that owners of underground facilities are not required to be members of the BUD one-call system. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the project area.

# Waterline Specifications

Hopkins County

I-69

Item No. 2-8500

Contract Id # 12-1350

South Hopkins Water District

Dawson Springs, Kentucky

## **12.16 WATER PIPE AND FITTINGS**

### **PART 1 - GENERAL**

#### **1.01 SUMMARY**

- A. Water pipe shall be furnished and installed as planned and specified herein for proposed water mains, service lines, force mains, and related appurtenances.

#### **1.02 RELATED WORK**

- A. For casing pipe and boring and jacking see Section 12.13.
- B. For valves and fire hydrants see Section 12.62.
- C. For miscellaneous water appurtenances see Section 12.63.

#### **1.03 SUBMITTALS**

- A. Submittal Requirements
  - 1. Shop Drawings are required.
  - 2. All testing and certification requirements for descriptive literature remain as described herein.

### **PART 2 - PRODUCTS**

#### **2.01 MATERIALS**

- A. Ductile Iron Pipe - Mechanical and Rubber Slip Joint Type
  - 1. Pipe
    - a. General

(1) Ductile iron pipe shall be furnished for all piping three (3) inches and over in size designated "D.I." on Drawings and shall be designed according to ANSI/AWWA C150/A21.50-91 and ANSI/AWWA C151/A21.51-91 specifications and supplements thereto, and for pressures and conditions as stated in Article b below.

b. Design Conditions

- (1) Pressure: Minimum 250 p.s.i. operating pressure, as shown in Table below, plus 100 p.s.i. water hammer allowances.
- (2) Trench Loading: Laying Condition Type 3, depth of cover as shown on Drawings.

c. Metal Design Strength (Minimum)

Tensile Strength      60,000 p.s.i.  
Yield Strength        42,000 p.s.i.  
Percent Elongation    10 percent

d. Minimum Nominal Thickness

- (1) Minimum design thicknesses for 200 through 350 p.s.i. operating pressure, depths of cover, trench loading, and other conditions per ANSI/AWWA C150/A21.50-91 specifications shall be as shown in the following table:

TABLE OF THICKNESSES  
FOR DUCTILE IRON PIPE

Size	Outside Diameter	Standard Thickness	Standard Laying condition	
			Wall Thickness	Trench Type 3 Maximum Depth of Cover (ft.)
	Bell (in.)	Class (p.s.i.)	(in.)	
4"	4.80	51	0.26	
6"	6.90	50	0.25	44
8"	9.05	50	0.27	36
10"	11.10	50	0.29	29
12"	13.20	51	0.34	27

- (2) For depths of cover exceeding those in the above table, refer to ANSI/AWWA C150/A21.50-91.

e. Lengths

- (1) Pipe may be furnished in 18 or 20-foot nominal laying lengths.

f. Marking

(1) The net weight, class or nominal thickness, and casting period shall be shown on each pipe. The manufacturer's mark, the year in which the pipe was produced, and the letters "DI" or "DUCTILE" shall be cast or stamped on the pipe.

g. Weighing

(1) Each pipe shall be weighed before application of lining or coating other than standard coating and the weight shown on the outside or inside of the bell or spigot end.

h. Spigot End of Pipe

(1) The spigot end of the pipe shall be free of blemishes and defects that, in the opinion of the Engineer or the City of Madisonville, might be responsible for a poor fit with the rubber ring gasket and result in leakage.

2. Fittings

a. General

(1) Ductile iron compact fittings, meeting the requirements of ANSI/AWWA C153/A21.53-94, shall be used through 12-inch diameter.

(2) Fittings shall be 350 p.s.i. pressure rating for sizes through 12-inch.

(3) Fittings shall be furnished complete with all joint accessories.

b. Lining and Coating

(1) All fittings shall be lined and coated the same as adjacent pipe.

3. Joints

a. General

(1) Pipe joints shall be a mechanical joint, rubber ring slip joint, or locked mechanical joints as shown on the Construction Plans.

(2) All items used for jointing pipe shall be furnished with the pipe. The joints shall be made with tools and lubricant in strict conformity with the manufacturer's instructions. Copies of the instructions shall be delivered to the Engineer and the City of Madisonville at the start of construction in sufficient numbers that will permit the City of Madisonville to retain two (2) copies.

b. Mechanical Joints

(1) Mechanical joints are to be furnished according to ANSI/AWWA C111/A21.11-90. All pipe joints must be furnished complete with all accessories. Mechanical joint bolts and nuts shall be of alloy cast iron or alloy steel (Corten type such as U.S. Alloy) or equal. Rubber gaskets shall be made of plain, first grade rubber, free of imperfections, and porosity. Hardness shall be  $75 \pm 5$  durameter.

c. Rubber Ring Slip Joint (Push on)

(1) Rubber ring slip joint shall be equal to ANSI/AWWA C111/A21.11-90. The joints shall be of the following materials and assembled in the sequence outlined below:

a. Rubber ring gasket  
compressed in groove in the bell of pipe.

b. Beveled spigot end of pipe for  
initial centering into rubber gasket in the bell.

4. Lining and Coating for Water Service

a. Water Service

(1) All ductile iron pipe and fittings for water service shall have manufacturer's standard outside bituminous or asphaltic base coating and a cement lining and a bituminous seal coat on the inside. Cement mortar lining and bituminous seal coats inside shall conform to ANSI/AWWA C104/A21.4-90.

b. Bitumastic Finish Coat

(1) Only a coal tar outside coating, or other compatible coating, shall be applied to pipe, which is to receive a bitumastic finish coating.

B. Copper Pipe and Fittings

1. Outside, Underground Tubing

a. Small water piping up to and including two (2) inch size in the ground shall be of standard soft copper tubing for water service pipe, ASTM Specification B 99-81, Type " K ", with bronze fittings, stops, and valves having connections for flared copper tubing.

C. Polyvinyl Chloride (PVC) Pipe (ASTM)

1. Pipe

a. This Specification covers rigid polyvinyl chloride pipe and fittings, hereinafter called PVC pipe and PVC fittings, for sizes three-fourths 2 inch through 12-inch.

b. PVC pipe shall be extruded from Class 12454-B polyvinyl chloride material with a hydrostatic design stress of 2000 psi for water at 73.4°F, designated as PVC 1120, meeting ASTM Specifications D 1784-81 for material 40 as specified in ASTM D 1785-76.

c. The pipe shall be homogeneous throughout and free from cracks, holes, foreign inclusions, or other

defects. The pipe shall be uniform as commercially practical in color.

d. The workmanship, pipe dimensions and tolerances, outside diameters, wall thickness, eccentricity, sustained pressures, burst pressures, flattening, extrusion quality, marking, and other requirements of ASTM D 2241-80 shall be conforming with all respects.

e. Pipe shall be furnished in 20-foot lengths. The pipe shall have a bell on one end. Male end of the pipe shall be beveled on the outside.

f. Pipe shall be furnished from the manufacturer with a ring painted around the male end as to allow field checking of setting depth of pipe in the socket. This requirement is made to assist construction superintendents and inspectors in visual inspection of the pipe installation.

g. Pipe must be delivered to the job site by means that will adequately support it, and not subject it to undue stresses. In particular, the load shall be so supported that the bottom rows of pipe are not damaged by crushing. Pipe shall be unloaded carefully and strung or stored as close to the final point of placement as is practical.

h. Pipe must not be exposed to the direct rays of the sun for extended periods of time. If pipe is not installed within 15-days after delivery to the job site, it shall be covered with black plastic.

## 2. Fittings

### a. Ductile Iron

(1) Ductile iron mechanical joint type fittings with appropriate adapters shall be used with PVC pipe. All such fittings shall be approved by the pipe manufacturer. The use of transition gaskets will not be allowed unless specifically approved by the pipe manufacturer.

3. Joints

a. Exterior Buried Pipe - Slip Joint Type

(1) Exterior buried pipe shall be jointed with slip-type joints with rubber gaskets.

(2) Pipe with bells shall have all the parts of the bell, including the gasket groove, made from the same extruding piece, integral with the pipe, and shall be thickened to meet standard dimension ratios of wall thickness to outside diameter. The gasket groove shall be constructed such that gasket roll out will not occur. Rubber gaskets shall conform to ASTM D 3139-77.

b. Couplings

(1) Coupling shall be same material as ductile iron pipe as specified in this section.

**2.03 SOURCE QUALITY CONTROL**

A. Ductile Iron Pipe (Mechanical Joint and Rubber Slip Joint Type)

1. Hydrostatic and physical properties' acceptance tests shall be according to ANSI/AWWA Specification C151/A21.51-91 for ductile iron pipe centrifugally cast in metal molds or sand lined molds for water or other liquids.

2. The Engineer and the City of Madisonville shall be provided with sufficient copies of each test to permit the City of Madisonville to retain two (2) copies.

3. All items used for jointing pipe shall be tested before shipment.

**PART 3 - EXECUTION**

**3.01 TRENCH EXCAVATION**

A. General

1. Trenching shall include all clearing and grubbing, including all weeds, briars, trees and stumps encountered in the trenching,

regardless of size. The Contractor shall dispose of any such material by burning, burial or hauling away or as noted on the Construction Plans.

2. Trenching also includes such items as railroad, street, road, sidewalk, pipe, small creek crossings, including cutting, moving or repairing damage to fences, poles or gates, and other surface structures, regardless of whether shown on the drawings. The Contractor shall protect existing facilities against danger or damage while the pipeline is being constructed and backfilled or from damage due to settlement of the backfill.

3. Materials encountered in excavation will be divided into only two (2) classes: solid rock excavation and other materials. Pipe must not be laid upon rock or other unyielding surface.

4. All excavations shall be open trenches, except where the Construction Plans call for tunneling, boring, or jacking under structures, railroads, sidewalks, roads, or highways.

#### B. Trees and Shrubs

1. Where pipelines run through wooded terrain, cutting of trees within limits of the rights-of-way or easement, as set forth in this article, will be permitted. However, cutting of additional trees on sides of the rights-of-way or easement to accommodate operation of trenching machines will not be permitted. The Contractor shall obtain specific written permission of the property owner before cutting any tree on property other than the Developer's property.

#### C. Highways, Streets and Railroads

1. Construction equipment damaging to paving encountered shall not be used. Curbs, sidewalks, and other structures shall be protected by the Contractor from damage by his construction equipment.

2. Where trenching is cut through paving which does not crumble on edges, trench edges shall be cut to at least two (2) inches deep to straight and neat edges, before excavation is started, and care taken to preserve the edge to facilitate neat repaving.

3. The Contractor shall so coordinate his work as to produce a minimum of interference with normal traffic on highways and streets. He may, with the approval of the governing agency, close a street to traffic for such length of time considered necessary,

provided persons occupying property abutting the street have an alternate route of access to the property that is suitable for their needs during the time of closure. It shall be the responsibility of the Contractor to give 24-hours advance notice to fire and Police Departments and to occupants of a street that will be closed, in a manner approved by the governing body.

4. The Contractor shall maintain all road crossings.
5. Railroad and Highway Department requirements in regard to trenching, tunneling, boring, and jacking shall take precedence over the foregoing specifications and the following tunneling and boring or jacking specifications, where they are involved. Where work is within railroad right-of-way, Railroad Protective Insurance shall be carried by the Contractor in the amounts required by the Railroad Company.
6. The insurance policy shall name the Railroad as the insured and the original policy shall be delivered to the Railroad after submitting same to the City of Madisonville for review.
7. Uneven surfaces or bumps in the ground encountered and high driveways and road crossings shall be dug through to such depths that pipe may be laid to a reasonably even grade and have minimum cover at the low places.

D. Existing Utilities

1. The Contractor shall determine, as far as possible in advance, the location of all existing sanitary sewer, storm drainage facilities, water mains, underground electric conduit, telephone cables, gas pipelines, and other subsurface structures and avoid disturbing same in opening trenches. In case of sanitary sewer, water, and gas services and other facilities easily damaged by machine trenching, same shall be uncovered without damage ahead of trenching machine and left intact or removed without permanent damage ahead of trenching and restored immediately after trenching machine has passed. The Contractor shall protect such existing facilities, including power and telephone poles and guy wires, against danger or damage while the pipeline is being constructed and backfilled, or from damage due to settlement of his backfill. It shall be the responsibility of the Contractor to inform the customers of utilities of disruption of any utility service when it is known that it has been or will be cut off.

2. The Contractor shall, at all times during trenching operations, carry a stock of pipe, and fittings likely to be needed for replacement of pipelines to facilitate immediate repair.

E. Location of Proposed Pipelines

1. The locations of pipelines and their appurtenances as shown on the drawings are those intended for the final construction. However, conditions may present themselves before construction on any line is started that would indicate desirable changes in location. Also, development of property traversed may require location changes. In such cases, the Engineer and the City of Madisonville reserves the right to make reasonable changes in line and structure locations. The Engineer and the City of Madisonville are under no obligation to locate pipelines so that they may be excavated by machine.

F. Trench Requirements

1. All trenches must be dug neatly to lines and grades.

2. The opening of more than 500-feet of trench ahead of pipe laying and more than 500-feet of open ditch left behind pipe laying, before backfilling, will not be permitted. No trench shall be left open or work stopped on same for a considerable length of time, which constitutes a danger to person and/or property.

3. Where subgrade of the trench has insufficient stability to support the pipeline and hold it to its original grade, the Engineer or the City of Madisonville may order stabilization by various means (i.e., extra excavation, crushed rock for pipe bedding, concrete cradle or piling, etc.).

4. Excavation for pipe laying must be made of sufficient width to allow for proper jointing and alignment of the pipe, but not greater than the maximums permitted in the following table:

MAXIMUM TRENCH WIDTH AT TOP OF PIPE

<u>Nominal Pipe Size</u>	<u>Trench Width</u>
4	28
6	30
8	32
10	34
12	36
14	38
16	40

5. Trenches in earth or rock shall be dug as shown on the Construction Plans and be sufficiently deep to insure a 36-inch minimum cover over pipelines in developed rights-of-ways and a 36-inch minimum cover in utility easements. Depths of trenching shall also be adequate for at least one (1) foot minimum cover over valve nuts. To eliminate the necessity for digging bell holes into the trench subgrade by hand and to insure an earth cushion under the pipe for uniform bearing, trench depth shall be the cover requirement plus outside diameter of the barrel of pipe plus the required bedding cushion. The cushion construction requirement shall also apply to tunnels.

6. Trench line stations and locations of accessories will be set ahead of the trenching. These will be set at least each 100-feet of pipeline. Trenches must be dug true to alignment of stakes. Alignment of trenches or pipes in the trench must not be changed to pass around obstacles such as poles, fences, and other evident obstructions without the permission of the Engineer. Lines will be laid out to avoid obstacles as far as possible, contingent with maintenance of alignment necessary to finding the pipeline in the future and avoiding obstruction to future utilities.

G. Damage to Existing Structures

1. Hand trenching is required where undue damage would be caused to existing structures and facilities by machine trenching.

2. In case of damage to any existing structures, repair and restoration shall be made at once and backfill shall not be replaced until this is done. In all cases, restoration, and repair shall be such

that the damaged structure will be in as good condition and serve its purpose as completely as before, and such restoration and repair shall be done. Where there is the possibility of damage to existing utility lines by trenching machine, the Contractor shall make hand search excavation ahead of machine trenching, to uncover same.

#### H. Dewatering of Trenches

1. Dewatering of trenches shall be considered a part of trenching. Dewatering of trenches shall include groundwater and stormwater. Suitable pumping and other dewatering equipment are to be provided by the Contractor, to insure the installation of the pipeline structure in a dewatered trench and under the proper conditions. Dewatering shall include all practical means available for prevention of surface runoff into trenches and scouring against newly laid pipe. No pipe shall be laid when the elevation of groundwater or storm water is above the invert elevation of the pipe.

No sewage shall be discharged into streams, ditches, or on the ground. Any discharge of sewage into streams, ditches, or on the ground should be reported to the Kentucky Division of Water, Madisonville Office at (270) 824-7529 and the City of Madisonville at (270) 824-2187, immediately.

2. Piles of excavated materials shall be trenched or temporarily piped to prevent, as far as practical, blockages of drainage ditches and gutters, and water carriage of excavated materials over street and highway surfaces.

### 3.02 LAYING WATER PIPE

#### A. General

##### 1. Inspection of Materials

a. All pipe, fittings, and accessories shall be subject to an inspection by the Engineer at the job site. Any damaged materials shall be repaired or replaced to the satisfaction of the Engineer. Should repairs to the piping materials be necessary, then same shall be made in the presence of the Engineer using proven methods prescribed by the pipe manufacturer.

b. The City of Madisonville's inspection of materials shall in no way relieve the Contractor or the Engineer of this responsibility.

## 2. Laying Requirements

- a. Water pipe shall be laid to lines, cover, or grades shown on the drawings.
- b. Pipes must be swabbed out before lowering into the trench. In the case of pipelines three (3) inch through 16-inch, a swab must also be dragged through the pipe after it is in place. Larger size pipe shall be visually inspected for cleanliness and proper jointing.
- c. The points insisted upon in the laying of pipe will be: proper alignment, evenness of width and depth of joints, perfection in jointing, and care of the pipe in handling.
- d. Precautions must be taken to prevent flotation of the pipe should water enter the trench before putting the pipeline into operation.
- e. In wet, yielding, and mucky locations where pipe is in danger of sinking below grade or floating out of grade or alignment, or where the backfill materials are of such a fluid nature that such movements of the pipe might take place during the placing of the backfill, the pipe must be weighted or secured permanently in place by such means as will prove effective.
- f. Whenever pipe laying is stopped, the end of the pipe shall be securely plugged with the manufacturer's standard plug held in place by jute packing, caulked into place.
- g. Elbows, plugs, dead end valves, and tees shall be firmly blocked, as shown on the Construction Plans, to prevent internal pressure from springing the pipe from the intended alignment, with permanent materials solidly placed without covering pipe joints. Restrained type pipe joints can be substituted for thrust bocks with the Engineer's and the City of Madisonville's written permission. Pipe shall be free of all obstructions, other than manholes.
- h. No pipe shall be laid resting on solid rock, blocking or other unyielding objects. Jointing before placing in the trench and subsequent lowering of more than one section jointed together will not be allowed.

3. Installing Water Pipe in Casing pipe

- a. See Section 02326 for installation of carrier pipe in casing pipe.

B. LAYING WATER PIPE

1. Water Pipe Bedding

- a. Piping for water mains shall be supported as follows:

- 1) The trench bottom for water main piping shall be stable, continuous, relatively smooth and free of frozen material, clodded dirt, foreign material and rock or granular material larger than one-half (1/2) inch in diameter. The foundation for water main piping shall be prepared so that the entire load of the backfill on top of the pipe will be carried uniformly on the barrel of the pipe. Any uneven areas in the trench bottom shall be shaved-off or filled-in with Class I granular bedding. When the trench is made through rock, the bottom shall be lowered to provide six (6) inches of clearance around the pipe. Class I granular bedding shall be used to bring the trench bottom to grade.
- 2) After each pipe has been brought to grade, aligned, and placed in final position, earth material for water main piping shall be deposited and densified under the pipe haunches and on each side of the pipe up to the spring line of the pipe to prevent lateral displacement and hold the pipe in proper position during subsequent pipe jointing, bedding, and backfilling operations.
- 3) In wet, yielding and mucky locations where pipe is in danger of sinking below grade or floating out of grade or line, or where backfill materials are of such a fluid nature that such movements of pipe might take place during the placing of the backfill, the pipe must be weighted or secured permanently in place by such means as will prove effective.

- 4) Where an unstable (i.e., water, mud, etc.) trench bottom is encountered, stabilization of the trench bottom is required. This is to be accomplished by undercutting the trench depth and replacing to grade with a foundation of crushed stone aggregate.
- 5) The depth of the foundation is dependent upon the severity of the trench bottom. The size of stone aggregate used in the foundation will be determined by the condition of the unstable material. Once the trench bottom has been stabilized, the required Class I bedding material can be placed.
- 6) It should be noted that no pipe shall be laid on solid or blasted rock.
- 7) Pipe bedding as required in Paragraphs a, b, and d of this Section is **not** considered a separate pay item.

#### C. INSTALLATION OF PIPE

Ductile iron pipe shall first be thoroughly cleaned at joints, and then joined according to instructions and with tools recommended by the pipe manufacturer. Sufficient copies of the manufacturer's installation instructions shall be furnished to the Engineer and the City of Madisonville to permit the City of Madisonville to retain two (2) copies. One (1) copy, in the possession of the Contractor, shall be available at all times at the site of the work.

All pipes must be forced and held together or "homed" at the joints before bolting. Pipe must be aligned as each joint is placed, to present as nearly true, straight lines and grades as practical, and all curves and changes in grades must be laid so that one-half (1/2) of the maximum allowable deflection shown in the pipe manufacturers catalog is not exceeded. Concrete blocking of fittings shall be as specified hereinafter in this section.

Cutting of pipe may be done by power driven pipe saw or special pipe cutters. Cut edges of the pipe shall be made smooth and bevel formed on the exterior of the pipe barrel when using rubber gasket type pipe.

## D. WATER PIPE BACKFILLING

### a. Initial Backfill:

1) This backfill is defined as that material which is placed over the pipe from the spring line to a point six (6) inches above the top of the pipe. For water main piping, initial backfill material shall be earth material free of rocks, acceptable to the Engineer or with Class I material when a condition exists mentioned in Paragraph a.3) below.

2) Material used, whether earth or Class I, in the initial backfilling is **not** a separate pay item. Payment for the material is included in the unit price per linear foot of water main.

3) In areas where large quantities of rock are excavated and the available excavated earth in the immediate vicinity is insufficient for placing the required amount of backfill over the top of the pipe as set forth in Paragraph a.1), the Contractor shall either haul in earth or order Class I material for backfilling over the pipe. Neither the hauling and placement of earth nor the ordering and placement of Class I material to fulfill the backfill requirements set forth herein is considered a separate pay item.

### b. Final Backfill:

1) There are (2) two cases where the method of final backfilling varies. The various cases and their trench situations are as follows:

a. Case I - Areas not subject to vehicular traffic.

b. Case II - Paved areas including streets, drives, parking areas, and walks.

2) In all cases, walking or working on the completed pipelines, except as may be necessary in backfilling, will not be permitted until the trench has been backfilled to a point six (6) inches above the top of the pipe. The method of final backfilling for each of the above cases is as follows:

a. Case I - The trench shall be backfilled from a point six (6) inches above the top of the pipe to a point eight (8) inches below the surface of the ground with earth material free from large rock (over one-half (1/2) cubic foot in volume), acceptable to the Engineer. The remainder of the trench shall be backfilled with earth material reasonably free of any rocks.

- b. Case II - The trench shall be backfilled from a point six (6) inches above the top of the pipe to a point 12-inches below the existing pavement surface with Class I (No. 9 crushed stone aggregate) material. The backfill shall be mechanically tamped in approximately six (6) inch layers to obtain the maximum possible compaction. The remaining backfill shall be Class II (dense graded aggregate) material mechanically tamped to maximum possible compaction. The trench may be left with a slight mound if permitted by the Engineer. Where required by State or Local Regulations, a bituminous binder coarse shall be incorporated in the final backfill.

E. Laying Copper Pipe and Fittings

1) Bedding and Backfilling

- a. The pipe shall be bedded in four (4) inches minimum of loose soil and the hand placed backfill lightly consolidated to a depth of 12-inches above the top of the pipe. "Loose soil" or "select material" is defined as native soil excavated from the trench, free of rocks, foreign materials, and frozen earth. The machine placed backfill may contain rock no larger than four (4) inches in any dimension and to an extent no greater than one-half (1/2) the volume of backfill materials used. The top 12-inches of backfill shall contain no rocks.

2) Installing Copper Pipe and Fittings

- a. Exterior copper pipe shall be laid with brass fittings. Joints shall be neatly reamed and flared and joints drawn up firmly. Pipe shall have at least 36-inch cover. Joints shall be tested and all leakage stopped before backfilling the pipe trench.
- b. All copper pipes shall be installed by experienced workers.

F. Installation of Air Release Valves

1) Air Release Valves and Corporation Stops

- a. The location of air release valve assemblies, while being noted on Construction Plans, could possibly be shifted in actual construction. For this reason, the same statements relative to the methods of installation of meters and water service connections apply to the installation of air valve assemblies. Air release valve

assembly boxes shall be installed with the assembly box located slightly off center of the air release valve, to give better access to the stopcock between the valve and water main.

b. Corporation stops and curb stops, as shown on the Construction Plans, are required between the water main and the air release valve assembly.

#### G Installation of Fire Hydrants

1. Fire hydrants shall be installed in the general location as shown on the Construction Plans. Exact locations shall be determined in the field. Hydrants shall be set such that the lowest nozzle shall be high enough above the ground to allow the uninhibited 360 swing of an 18-inch hydrant wrench. Hydrants shall be set such that the bury line shall be correct for finish grade. Fire hydrants installed at an incorrect bury shall be adjusted at the Developer's expense.

2. Hydrant drainage pits shall be excavated below the hydrant to the depth shown on the Construction Plans. Crushed stone drainage media shall be of the size shown on the Construction Plans. Hydrants shall be set vertical and anchored as hereinafter specified.

3. Hydrants shall be anchored to prevent the hydrant from blowing off the branch line when suddenly opened or closed. Likewise, the hydrant branch valve shall be anchored to prevent blow-off when the hydrant is removed. The Contractor shall anchor the hydrant and pilot valve utilizing the following procedure:

a. Provide a ductile iron full body swivel hydrant tee (MJ x MJ x swivel).

b. Provide a six (6) inch resilient wedge gate valve with MJ x MJ ends. Install Meg-A-Lug® joint restraint on each end of the pipe lead between the gate valve and the hydrant.

#### F. Blocking of Pipe at Bends and Ends

##### 1. General

a. All ductile and fittings shall be double polywrapped prior to the placement of

concrete. Care shall be taken to avoid damage to the polywrap.

b. Concrete thrust blocking must be allowed to cure, or protected as approved by the City of Madisonville, before backfilling.

## 2. Horizontal Bends

a. Concrete thrust blocking required at bends in the horizontal plane shall be accomplished per the City of Madisonville Standard Details for Construction of New Water Mains.

b. The Contractor shall install concrete thrust blocking at each bend in the pipeline of five (5) degrees or greater to withstand maximum test pressure. The Contractor shall provide all material and labor to construct the concrete thrust blocking.

c. Concrete thrust blocks shall be minimum dimension and size as indicated on the City of Madisonville Standard Details for Construction of New Water Mains.

d. Concrete used for thrust blocking shall have 3000-p.s.i. compressive strength at 28-days.

## 3. Vertical Bends

a. The use of vertical bends in lieu of extra depth trenching shall be subject to permission by the Engineer and the City of Madisonville.

b. Where the Contractor elects to use vertical bends, or where vertical bends are called for on the Construction Plans, the Contractor shall submit the blocking design, including calculations, to the City of Madisonville for review and acceptance. Anchorages shall be designed to resist thrust caused by the internal test pressure in the pipe. Protection against corrosion shall be inherent in the design.

## G. Supplemental Backfilling Information

### 1. General

a. Excavated materials from trenches and tunnels, in excess of quantity required for trench backfill, shall be disposed of by the Contractor. It shall be the responsibility of the Contractor to obtain location or permits for its disposal.

b. Where sod is destroyed in areas maintained equivalent to residential yards, it shall be replaced on slightly ridged backfill on the trench, and where destroyed in areas adjacent to the trench, it shall be replaced by the Contractor with fresh sod. The timing of resodding shall be controlled by the Engineer. Ground shall be prepared and fertilized as herewith specified for seeded areas. In small patches, supplying of three (3) inches of topsoil and raking may be substituted for disking.

c. Where pastures, thin grass, or cover crops are destroyed by trenching, laying, backfilling, or tunneling operations, surfaces shall be prepared by disking, fertilizing, and seeding as specified in Section 12.18. The timing of this operation shall be controlled by the Engineer. Requirements of the Department of Highways for reseeding shall take precedence over these Specifications.

d. Before completion of the project, all backfills shall be reshaped, holes filled, and surplus materials hauled away and all permanent walks, streets, driveways, and highway paving and sod replacement (if such surface replacement items are included in the project) and reseeding performed.

e. Backfill material must be uniformly ridged over the trench, and excess hauled away. Ridged backfill shall be confined to the width of the trench and not allowed to overlap onto firm original earth, and its height shall not be in excess of material needed for replacement of settlement of backfill.

f. All rock, including crushed rock or gravel from construction, must be removed from yards and fields. Streets and walks shall be broomed to remove all earth and loose rock immediately following backfilling.

2. Special Requirements

a. In case of street, highway, railroad, sidewalk, and driveway crossings or within any roadway paving, or about manholes, valve and meter boxes in such paving, the following backfill material and procedure are required.

b. Fill the trench to within six (6) inches of the surface with one of the following materials of limited compressibility, uniformly disturbed without mechanical compaction.

(1) Kentucky Department of Highways Class II DGA, or other gradation acceptable to the Engineer. In order to accommodate compacted temporary surfacing it may be necessary to bulkhead or otherwise confine the stone fill at the open end of the trench.

c. Railroad Company and Department of Highways requirements concerning backfilling will take precedence over the above general specifications where they are involved.

H. Tie-ins

1. A tie-in defined as the removal of an existing plug or cap and the connecting of the new pipeline into the existing pipeline or fitting or valve at the joint opened by such removal.

**3.03 FIELD QUALITY CONTROL**

A. Testing Water Pipe for Leakage

1. The Contractor will be required to test all pipelines and appurtenances with water after backfilling. The maximum test pressure, measured at the lowest elevation of the pipeline being tested, shall be 200-p.s.i. or the pressure class of the pipe (to be determined by the City of Madisonville).

2. Backfilling before testing will be allowed, in the case of slip type or bolted joint pipe and at points where dangers to the public or other hazards demand that such be done immediately after pipe is laid.

3. When the line or section being tested is pumped up to the required pressure, it shall be valved off from the pump and a pressure gauge placed in the line. All sections shall be tested individually between mainline and branch valves to assure each valve has been tested and is capable of holding the required pressure. Branch valves to fire hydrants shall be opened, with the test pressure operating against the fire hydrant's valve. The pressure drop in the line, if any, shall be noted. If no pressure drop is noted in six (6) hours, the Engineer and the City of Madisonville, at their discretion, may accept the line or section as tested, or may require the test run the full 24-hours.

4. At the end of the 24-hour test period, the pressure shall be recorded. If there is a drop in pressure, the Contractor will be required to pump the section being tested up to initial test pressure and maintain that pressure for 24-hours, measuring the amount of water required to accomplish this. The line will not be accepted until the leakage shall prove to be in compliance with AWWA C600, Section 4, or by the following formula.

$$\text{Allowable Leakage} = L = \frac{S \cdot D \cdot P^{1/2}}{133,200}$$

133,200

In which: L = Allowable Leakage, gallons per hour  
 S = Length of Pipe being tested, in feet  
 D = Nominal Diameter of the pipe in inches  
 P = Average Test Pressure during leakage test, in psi

At the 200 psi required for the test, the following table may be used as an approximation, assuming joints on 18' intervals.

Pipe Diameter (inches)	Maximum Allowable Leakage Rate (gallons per hour per 1000 feet of pipe)
4	0.42
6	0.64
8	0.85
10	1.06
12	1.27
16	1.70

18	1.91
20	2.12
24	2.55

The pressure test shall be conducted over a six (6) hour period.

5. Should there be leakage over the allowable amount, the Contractor will be required to locate and repair the leaks and retest the section.

6. If the leakage of a section of pipeline being tested is below the allowable amount, but a leak is obvious, in the opinion of the Engineer or the City of Madisonville, due to water at the surface of the ground, or by listening, the leak can be heard underground with the geophone, or any other means of determining a leak the Contractor will be required to repair those leaks.

(a) The Contractor shall furnish meter or suction tank, pipe test plugs, and bypass piping, and make all connections for conducting the above tests. The pumping equipment used shall be centrifugal pump, or other pumping equipment that will not place shock pressures on the pipeline. Power plunger or positive displacement pumps will not be permitted for use on closed pipe system for any purpose.

(b) Inspection of pipe laying shall in no way relieve the Contractor of the responsibility for passing tests or correcting poor workmanship.

B. Disinfection

1. Upon completion of the work and cleaning up, and before Final Acceptance, the Contractor shall disinfect all water lines constructed which are to carry treated water.

2. Prior to starting disinfection, all water mains must be thoroughly flushed to remove mud, rocks, etc. This activity shall be coordinated with the City of Madisonville to eliminate the possibility of creating excessive turbulence with the water distribution system. Disinfection will then be accomplished by the adding of a chlorine solution while filling the main to obtain the initial 50 parts per million of chlorine. The Contractor shall supply all equipment, labor, etc., necessary for flushing and disinfecting the mains. The Contractor shall submit, in writing, to the City of Madisonville, the method he proposes to use for adding the chlorine.

3. The calcium hypochlorite tablet or powder method may be used with the permission of the City of Madisonville.

4. Disinfection shall be accomplished by filling the new and/or repaired portions of the system with water having a chlorine content of at least 50 parts per million and at the end of a 24-hour contact time a residual of at least 25 parts per million shall remain. At the end of the 24-hour contact period, all the sterilized surfaces and areas shall be thoroughly flushed from the water system. Chlorinated water shall be disposed of according to 401 KAR 5:031 and 8:020, which state that the allowable in stream concentration of chlorine are 10 ug/l, which is equal to 0.01 mg/l. The Contractor shall submit, in writing to the City of Madisonville, the method he proposes for dechlorinating. Recommended chemicals, as given in AWWA C651-92, are sulfur dioxide, sodium bisulfate, sodium sulfite, and sodium thiosulfate.

5. For tie-ins to an existing system such as tapping sleeves and valves where keeping the main out of service would restrict service to existing customers, disinfection shall, at the City of Madisonville's discretion, consist of thoroughly cleaning the new part with a solution containing not less than 200 mg/l (ppm) chlorine.

6. After initial disinfection and flushing, the City of Madisonville will collect water samples for bacteriological testing. A core zone, which includes up to the first one-half (1/2) mile, shall be established. Two (2) samples shall be taken from the core zone. Additionally, one (1) sample taken from each mile of new distribution main shall be submitted to the Kentucky Division of Water. A new or routine replacement main shall not be placed in service until negative laboratory results are obtained on the bacteriological analyses. Sample bottles shall be clearly identified as "special" construction tests. If any of the samples are found positive or contain confluent growth, the Contractor shall repeat the disinfections procedure until the required numbers of negative samples are obtained.

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**Kentucky Transportation Cabinet**

**Highway District 2 (1)**

**And**

\_\_\_\_\_ **(2), Construction**

**Kentucky Pollutant Discharge Elimination System  
Permit KYR10  
Best Management Practices (BMP) plan**

**Groundwater protection plan**

**For Highway Construction Activities**

**For**

**RECONSTRUCTION OF THE KY 109/  
WESTERN KY PKWY (I69) INTERCHANGE**

**Project: PCN ## - #####**

## KyTC BMP Plan for Project PCN ## - ####

### Project information

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

1. Owner – Kentucky Transportation Cabinet, District 2
2. Resident Engineer: (2)
3. Contractor name: (2)  
Address: (2)  
  
Phone number: (2)  
Contact: (2)  
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number (2)
5. Route (Address) : KY 109/ Western KY Pkwy
6. Latitude/Longitude (project mid-point) dd/mm/ss, dd/mm/ss:  
  
Lat: 37/11/53, Long: 87/41/21
7. County (project mid-point): Hopkins
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

## KyTC BMP Plan for Project PCN ## - #####

### A. Site description:

1. Nature of Construction Activity (from letting project description):  
**Reconstruction of KY 109/Western KY PKWK (I69) interchange**
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved : 280082 C. Y.(1)
4. Estimate of total project area (acres) : 79.8 acres(1)
5. Estimate of area to be disturbed (acres) : 48.3 acres(1)
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
7. Data describing existing soil condition: See Geotech report if available. See Roadway Plans(1) & (2)
8. Data describing existing discharge water quality (if any): N/A (1) & (2)
9. Receiving water name: Tributary to Tradewater River (1)
10. TMDLs and Pollutants of Concern in Receiving Waters: N/A(1 DEA)
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
12. Potential sources of pollutants:

The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing

## KyTC BMP Plan for Project PCN ## - #####

and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

### **B. Sediment and Erosion Control Measures:**

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

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

2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP's shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMP's in place before being disturbed.
3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:
  - Construction Access – This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
  - At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be

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- inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.
- Clearing and Grubbing – The following BMP’s will be considered and used where appropriate.
    - Leaving areas undisturbed when possible.
    - Silt basins to provide silt volume for large areas.
    - Silt Traps Type A for small areas.
    - Silt Traps Type C in front of existing and drop inlets which are to be saved
    - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
    - Brush and/or other barriers to slow and/or divert runoff.
    - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
    - Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
    - Non-standard or innovative methods.
  - Cut & Fill and placement of drainage structures - The BMP Plan will be modified to show additional BMP’s such as:
    - Silt Traps Type B in ditches and/or drainways as they are completed
    - Silt Traps Type C in front of pipes after they are placed
    - Channel Lining
    - Erosion Control Blanket
    - Temporary mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
    - Non-standard or innovative methods
  - Profile and X-Section in place – The BMP Plan will be modified to show elimination of BMP’s which had to be removed and the addition of new BMP’s as the roadway was shaped. Probably changes include:
    - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
    - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
    - Additional Channel Lining and/or Erosion Control Blanket.
    - Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
    - Special BMP’s such as Karst Policy
  - Finish Work (Paving, Seeding, Protect, etc.) – A final BMP Plan will result from modifications during this phase of construction. Probably changes include:
    - Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP’s which are sufficient to

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control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.

- Permanent Seeding and Protection
  - Placing Sod
  - Planting trees and/or shrubs where they are included in the project
- BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are : Seeding and Protection, Erosion Control Blanket, Grassed Waterways, Silt Fence (1)

### **C. Other Control Measures**

1. No solid materials, including building materials, shall be discharged to waters of the commonwealth, except as authorized by a Section 404 permit.
2. Waste Materials

All waste materials that may leach pollutants (paint and paint containers, caulk tubes, oil/grease containers, liquids of any kind, soluble materials, etc.) will be collected and stored in appropriate covered waste containers. Waste containers shall be removed from the project site on a sufficiently frequent basis as to not allow wastes to become a source of pollution. All personnel will be instructed regarding the correct procedure for waste disposal. Wastes will be disposed in accordance with appropriate regulations. Notices stating these practices will be posted in the office.

3. Hazardous Waste

All hazardous waste materials will be managed and disposed of in the manner specified by local or state regulation. The contractor shall notify the Resident Engineer if there any hazardous wastes being generated at the project site and how these wastes are being managed. Site personnel will be instructed with regard to proper storage and handling of hazardous wastes when required. The Transportation Cabinet will file for generator, registration when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

4. Spill Prevention

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

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### ➤ **Good Housekeeping:**

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

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

### ➤ **Hazardous Products:**

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

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

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

### ➤ **Petroleum Products:**

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

The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum

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products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

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

### ➤ **Fertilizers:**

Fertilizers will be applied at rates prescribed by the contract, standard specifications or as directed by the resident engineer. Once applied, fertilizer will be covered with mulch or blankets or worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

### ➤ **Paints:**

All containers will be tightly sealed and stored indoors or under roof when not being used. Excess paint or paint wash water will not be discharged to the drainage or storm sewer system but will be properly disposed of according to manufacturers' instructions or state and local regulations.

### ➤ **Concrete Truck Washout:**

Concrete truck mixers and chutes will not be washed on pavement, near storm drain inlets, or within 75 feet of any ditch, stream, wetland, lake, or sinkhole. Where possible, excess concrete and wash water will be discharged to areas prepared for pouring new concrete, flat areas to be paved that are away from ditches or drainage system features, or other locations that will not drain off site. Where this approach is not possible, a shallow earthen wash basin will be excavated away from ditches to receive the wash water

### ➤ **Spill Control Practices**

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.

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- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

### **D. Other State and Local Plans**

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials. –None required (1)

### **E. Maintenance**

1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.
- Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
  - Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance. (1)

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### **F. Inspections**

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

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

### **G. Non – Storm Water discharges**

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

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

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

### **H. Groundwater Protection Plan (3)**

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

- Contractors statement: (3)

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

\_\_\_\_\_ 2. (e) land treatment or land disposal of a pollutant;

\_\_\_\_\_ 2. (f) Storing, ..., or related handling of hazardous waste, solid waste or special waste, ..., in tanks, drums, or other containers, or in piles, (This does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);

\_\_\_\_\_ 2. (g) .... Handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant;

\_\_\_\_\_ 2. (j) Storing or related handling of road oils, dust suppressants, ....., at a central location;

\_\_\_\_\_ 2. (k) Application or related handling of road oils, dust suppressants or deicing materials, (does not include use of chloride-based deicing materials applied to roads or parking lots);

\_\_\_\_\_ 2. (m) Installation, construction, operation, or abandonment of wells, bore holes, or core holes, (this does not include bore holes for the purpose of explosive demolition);

## KyTC BMP Plan for Project PCN ## - #####

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

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

The contractor is responsible for the preparation of a plan that addresses the

401 KAR 5:037 Section 3. (3) Elements of site specific groundwater protection plan:

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





***SPECIAL NOTE***

**KPDES Stormwater Permit  
eNOI Process**

**Hopkins County  
Item No. 2-8500.00**

Effective August 1, 2009, the Kentucky Division of Water implemented a new process for obtaining coverage under the Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Stormwater Discharges Associated with Construction Activities (KYR10). Notices of Intent should be submitted electronically using their form (eNOI) which is located at the following link:

<https://dep.gateway.ky.gov/eForms/default.aspx?FormID=7>.

The eNOI for this project has been initiated by the District 2 KYTC Project Development Branch and can be retrieved for completion using the following transaction ID number:

**c8d88349-a6e2-4b52-9f98-d1e4e919ffca**

Please be advised that the eNOI will be completed and submitted by District 2 personnel at some time after the project is let to construction and that no earth-disturbing activities can occur on the project until an official approval is obtained from the Kentucky Division of Water.

If there are any questions regarding this note, please contact David Waldner, Director, Division of Environmental Analysis, TCOB, 200 Mero Street, Frankfort, KY 40622, Phone: (502) 564-7250.

HOPKINS COUNTY KY 109/WESTERN KY PKWY INTERCHANGE IMPROVEMENTS  
DAWSON SPRINGS QUADRANGLE



POINT DISCHARGE	LATITUDE	LONGITUDE
#1	37.196580	-87.698875
#2	37.197054	-87.697772
#3	37.200197	-87.690803
#4	37.199282	-87.687639
#5	37.198389	-87.681738
#6	37.198372	-87.681890
#7	37.198247	-87.683327
#8	37.198091	-87.684078
#9	37.197038	-87.690690
#10	37.196791	-87.695502
#11	37.196086	-87.698361

13 SEP 2012

<u>Item No.</u>			<u>Project Mgr.</u>	JOHN RUDD
	2 - 8500		<u>County</u>	HOPKINS
			<u>Route</u>	I-69
<u>CAP #</u>	<u>Date of Promise</u>	<u>Promise made to:</u>	<u>Location of Promise</u>	
1	13-SEP-12	John Rudd	Project	
<u>CAP Description</u>				
BLASTING SHALL NOT BE PERMITTED ON THIS PROJECT.				
2	13-SEP-12	John Rudd	Project	
<u>CAP Description</u>				
TREE CUTTING RESTRICTIONS DO APPLY TO THIS PROJECT DUE TO HOPKINS COUNTY BEING LISTED FOR INDIANA BAT PRESENCE AND THE PROJECT AREA HAVING INDIANA BAT HABITAT. THEREFORE, THE CONTRACTOR SHALL HAVE ALL TREE CUTTING ACTIVITIES REQUIRED IN THE PROJECT LIMITS, COMPLETED BY MARCH 31, 2013.				
3	13-SEP-12	John Rudd	Project	
<u>CAP Description</u>				
CONTRACTOR SHALL ADHERE TO ALL KYTC EROSION CONTROL POLICIES AND PRACTICES THROUGHOUT CONSTRUCTION, AND AS DIRECTED BY THE PROJECT ENGINEER.				

# *N O T I C E*

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## **DEPARTMENT OF THE ARMY CORPS OF ENGINEERS KENTUCKY DIVISION OF WATER**

### **NATIONWIDE PERMIT AUTHORIZATION AND GENERAL WATER QUALITY CERTIFICATION**

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**PROJECT:** Western KY Parkway / KY 109 Interchange Improvements  
Hopkins County, KY  
KYTC Item No. 2-8500

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The Section 404 and 401 activities for this project have been permitted under the authority of the Department of the Army Nationwide Permit No. 14 “Linear Transportation Projects” and by a Kentucky Division of Water “General Water Quality Certification”. In order for this authorization to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Permit in a conspicuous location at the project site for the duration of construction and comply with the general conditions as required.

To more readily expedite construction, the contractor may elect to alter the design or perform the work in a manner different from what was originally proposed and specified. Prior to commencing such alternative work, the contractor shall obtain **written** permission from the Division of Construction and the Corps of Engineers. A copy of any request to the Corps of Engineers to alter this proposal and subsequent responses shall be forwarded to the Division of Environmental Analysis, DA Permit Coordinator, for office records and for informational purposes.

**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 August 17, 2012 Letting)**

<b>Subsection:</b>	402.03.02 Contractor Quality Control and Department Acceptance.
<b>Part:</b>	D) Testing Responsibilities.
<b>Number:</b>	4) Density.
<b>Revision:</b>	Replace the second sentence of the Option A paragraph with the following: Perform coring by the end of the following work day.
<b>Subsection:</b>	606.03.17 Special Requirements for Latex Concrete Overlays.
<b>Part:</b>	A) Existing Bridges and New Structures.
<b>Number:</b>	1) Prewetting and Grout-Bond Coat.
<b>Revision:</b>	Add the following sentence to the last paragraph: Do not apply a grout-bond coat on bridge decks prepared by hydrodemolition.
<b>Subsection:</b>	609.03 Construction.
<b>Revision:</b>	Replace Subsection 609.03.01 with the following: 609.03.01 A) Swinging the Spans. Before placing concrete slabs on steel spans or precast concrete release the temporary erection supports under the bridge and swing the span free on its supports. 609.03.01 B) Lift Loops. Cut all lift loops flush with the top of the precast beam once the beam is placed in the final location and prior to placing steel reinforcement. At locations where lift loops are cut, paint the top of the beam with galvanized or epoxy paint.

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

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

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

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

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

**2.3 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.

**4.0 MEASUREMENT.** The final quantity of Variable Message Sign will be

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the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

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

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

Effective June 15, 2012

## **PART III**

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

FHWA-1273 -- Revised May 1, 2012

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

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

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

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

**ATTACHMENTS**

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

**II. NONDISCRIMINATION**

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**III. NONSEGREGATED FACILITIES**

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

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

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

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

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

**1. Minimum wages**

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

**4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

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

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

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

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

provide apprenticeship or other training.

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

REVISED: 12-3-92

## 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.

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
**TRAINING SPECIAL PROVISIONS**

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," (Attachment 1), and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under these special provisions and in this contract is shown in "Special Notes Applicable to Project" in the bid proposal.

In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction the contractor shall submit to the Kentucky Transportation Cabinet, Department of Highways for its approval, an acceptable training program on forms provided by the Cabinet indicating the number of trainees to be trained in each selected classification. Failure to provide the Cabinet with the proper documentation evidencing an acceptable training program prior to commencing construction shall cause the Cabinet to suspend the operations of the contractor with (if applicable) working days being charged as usual against the contract time or (if applicable), no additional contract time being granted for the suspension period. The Cabinet will not be liable for the payment of any work performed during the suspension period due to the failure of the contractor to provide an acceptable training program. Said suspension period shall be terminated when an acceptable training program is received by the Cabinet. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case. The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Kentucky Transportation Cabinet, Department of Highways and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed for each hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

General Decision Number: KY120127 09/28/2012 KY127

Superseded General Decision Number: KY20100214

State: Kentucky

Construction Type: Highway

Counties: Allen, Ballard, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Edmonson, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren and Webster 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	01/06/2012
1	01/13/2012
2	02/10/2012
3	05/18/2012
4	05/25/2012
5	06/01/2012
6	06/15/2012
7	07/06/2012
8	07/13/2012
9	07/20/2012
10	08/03/2012
11	08/10/2012
12	08/24/2012
13	08/31/2012
14	09/28/2012

BRIN0004-002 06/01/2011

BALLARD, BUTLER, CALDWELL, CARLISLE, CRITTENDEN, DAVIESS, EDMONSON, FULTON, GRAVES, HANCOCK, HENDERSON, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, MCLEAN, MUHLENBERG, OHIO, UNION, and WEBSTER COUNTIES

Rates Fringes

BRICKLAYER

Ballard, Caldwell, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, Marshall, and McCracken Counties.....	\$ 24.11	10.30
Butler, Edmonson, Hopkins, Muhlenberg, and Ohio Counties.....	\$ 24.61	10.22

Daviess, Hancock,  
Henderson, McLean, Union,  
and Webster Counties.....\$ 28.47                    12.78

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BRTN0004-005 05/01/2009

ALLEN, CALLOWAY, CHRISTIAN, LOGAN, SIMPSON, TODD, TRIGG, and  
WARREN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 24.52	1.83

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CARP0357-002 07/01/2012

	Rates	Fringes
CARPENTER.....	\$ 26.40	13.91
Diver.....	\$ 39.98	13.91
PILEDRIVERMAN.....	\$ 26.65	13.91

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ELEC0369-006 05/30/2012

BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 29.32	13.78

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ELEC0429-001 02/01/2010

ALLEN & SIMPSON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 21.85	10.35

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ELEC0816-002 06/01/2011

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,  
FULTON (Except a 5 mile radius of City Hall in Fulton), GRAVES,  
HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 29.47	25.5%+5.35

Cable spicers receive \$.25 per hour additional.

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ELEC1701-003 06/01/2012

DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO,  
UNION & WEBSTER COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 29.52	13.66

Cable spicers receive \$.25 per hour additional.

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ELEC1925-002 06/01/2012

FULTON COUNTY (Up to a 5 mile radius of City Hall in Fulton):

	Rates	Fringes
CABLE SPLICER.....	\$ 25.00	10.27
ELECTRICIAN.....	\$ 25.00	10.43

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ENGI0181-017 07/01/2012

	Rates	Fringes
Operating Engineer:		
GROUP 1.....	\$ 27.35	13.40
GROUP 2.....	\$ 24.87	13.40
GROUP 3.....	\$ 25.26	13.40
GROUP 4.....	\$ 24.60	13.40

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batch 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; Gurrries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

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



	Rates	Fringes
Ironworkers:.....	\$ 28.25	14.475

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IRON0492-003 05/01/2012

ALLEN, LOGAN, SIMPSON, TODD & WARREN COUNTIES  
 BUTLER COUNTY (Southern third, including the Townships of Boston, Berrys Lick, Dimple, Jetson, Quality, Sharer, Sugar Grove & Woodbury);  
 CHRISTIAN COUNTY (Eastern two-thirds, including the Townships of Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);  
 EDMONSON COUNTY (Southern fourth, including the Townships of Chalybeate & Rocky Hill);  
 MUHLENBERG COUNTY (Southern eighth, including the Townships of Dunnior, Penrod & Rosewood)

	Rates	Fringes
Ironworkers:.....	\$ 23.00	10.70

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IRON0782-006 05/01/2012

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES  
 CALDWELL COUNTY (Southwestern two-thirds, including the Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown, Dulaney, Farmersville, Fredonia, McGowan, Otter Pond & Princeton);  
 CHRISTIAN COUNTY (Western third, Excluding the Townships of Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);  
 CRITTENDEN COUNTY (Southwestern half, including the Townships of Crayne, Dycusburg, Frances, Marion, Mexico, Midway, Sheridan & Told)

	Rates	Fringes
Ironworkers:		
Projects with a total contract cost of \$20,000,000.00 or above.....	\$ 26.00	18.91
All Other Work.....	\$ 24.66	17.65

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LABO0189-005 07/01/2012

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL & MCCRACKEN COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.75	11.81
GROUP 2.....	\$ 21.00	11.81

GROUP 3.....	\$ 21.05	11.81
GROUP 4.....	\$ 21.65	11.81

LABORER CLASSIFICATIONS

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

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

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

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

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LABO0189-006 07/01/2012

ALLEN, BUTLER, CALDWELL, CHRISTIAN, DAVIESS, EDMONSON, HANCOCK, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, SIMPSON, TODD, TRIGG & WARREN COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.96	10.60
GROUP 2.....	\$ 22.21	10.60
GROUP 3.....	\$ 22.26	10.60
GROUP 4.....	\$ 22.86	10.60

LABORER CLASSIFICATIONS

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

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

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

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

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LABO0561-001 07/01/2012

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.86	11.70
GROUP 2.....	\$ 21.11	11.70
GROUP 3.....	\$ 21.16	11.70
GROUP 4.....	\$ 21.76	11.70

LABORER CLASSIFICATIONS

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

& Fence Installer; Signal Person; Sound Barrier Installer;  
Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;  
Wrecking of Concrete Forms; General Cleanup

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

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

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

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PAIN0032-002 05/01/2012

BALLARD COUNTY

	Rates	Fringes
Painters:		
Bridges.....	\$ 30.56	14.20
All Other Work.....	\$ 28.26	14.20

Spray, Blast, Steam, High & Hazardous (Including Lead  
Abatement) and All Epoxy - \$1.00 Premium

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PAIN0118-003 05/01/2010

EDMONSON COUNTY:

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 18.50	10.30
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 19.50	10.30

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PAIN0156-006 04/01/2010

DAVISS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER  
COUNTIES

	Rates	Fringes
Painters:		
BRIDGES		
GROUP 1.....	\$ 25.60	10.05
GROUP 2.....	\$ 25.85	10.05
GROUP 3.....	\$ 26.60	10.05
GROUP 4.....	\$ 27.60	10.05
ALL OTHER WORK:		
GROUP 1.....	\$ 25.60	11.30
GROUP 2.....	\$ 25.85	11.30
GROUP 3.....	\$ 26.60	11.30
GROUP 4.....	\$ 27.60	11.30

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

GROUP 3 - Spray; Sandblast; Power Tools; Waterblast;  
Steamcleaning; Brush & Roller of Mastics, Creosotes, Kwinch  
Koate & Coal Tar Epoxy

GROUP 4 - Spray of Mastics, Creosotes, Kwinch Koate & Coal  
Tar Epoxy

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PAIN0456-003 07/01/2011

ALLEN, BUTLER, LOGAN, MUHLENBERG, SIMPSON, TODD & WARREN  
COUNTIES:

	Rates	Fringes
Painters:		
BRIDGES		
Brush & Roller.....	\$ 22.55	9.65
Spray; Sandblast; Power Tools; Waterblast & Steam Cleaning.....	\$ 23.55	9.65
ALL OTHER WORK		
Brush & Roller.....	\$ 17.55	9.65
Spray; Sandblast; Power Tools; Waterblast & Steam Cleaning.....	\$ 18.55	9.65

ALL OTHER WORK - HIGH TIME PAY  
Over 35 feet (up to 100 feet) - \$1.00 above base wage  
100 feet and over - \$2.00 above base wage

DURING SPRAY PAINTING AND SANDBLASTING OPERATIONS, POT  
TENDERS SHALL RECEIVE THE SAME WAGE RATES AS THE SPRAY  
PAINTER OR NOZZLE OPERATOR

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PAIN0500-002 07/01/2012

CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON,  
GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCrackEN

& TRIGG COUNTIES:

	Rates	Fringes
Painters:		
Bridges.....	\$ 25.25	11.90
All Other Work.....	\$ 19.00	11.90

Waterblasting units with 3500 PSI and above - \$.50 premium  
 Spraypainting and all abrasive blasting - \$1.00 premium  
 Work 40 ft. and above ground level - \$1.00 premium

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\* PLUM0184-002 07/01/2012

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,  
FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN  
and TRIGG COUNTIES

	Rates	Fringes
Plumber; Steamfitter.....	\$ 32.31	14.43

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PLUM0502-004 08/01/2011

ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN

	Rates	Fringes
Plumber; Steamfitter.....	\$ 31.00	16.13

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\* PLUM0633-002 07/01/2012

DAVISS, HANCOCK, HENDERSON, HOPKINS, LOGAN, MCLEAN,  
MUHLENBERG, OHIO, TODD, UNION & WEBSTER COUNTIES:

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 29.42	13.50

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TEAM0089-003 04/01/2012

Zone 1: ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON, & WARREN  
COUNTIES

Zone 2: BALLARD, CALLOWAY, CALDWELL, CARLISLE, CHRISTIAN,  
CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON,  
MARSHALL, MCCRACKEN, TODD, & TRIGG COUNTIES

Zone 3: DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN,  
MUHLENBERG, OHIO, & WEBSTER COUNTIES

	Rates	Fringes
Truck drivers:		
Zone 1:		
Group 1.....	\$ 19.38	16.15
Group 2.....	\$ 19.56	16.15
Group 3.....	\$ 19.64	16.15

Group 4.....	\$ 19.66	16.15
Zone 2:		
Group 1.....	\$ 19.38	16.15
Group 2.....	\$ 19.56	16.15
Group 3.....	\$ 19.56	16.15
Group 4.....	\$ 19.66	16.15
Group 5.....	\$ 19.64	16.15
Zone 3:		
Group 1.....	\$ 19.38	16.15
Group 2.....	\$ 19.56	16.15
Group 3.....	\$ 19.56	16.15
Group 4.....	\$ 19.66	16.15

TRUCK DRIVER CLASSIFICATIONS FOR ZONE 1:

GROUP 1 - Greaser; Tire Changer

GROUP 2 - Truck Mechanic; Single Axle Dump; Flat Bed; All Terrain Vehicles when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors

GROUP 3 - Mixer All Types

GROUP 4 - Winch and A-Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker; Euclid and Other Heavy Earth Moving Equipment; Low Boy; Articulator Cat; Five Axle Vehicle

TRUCK DRIVER CLASSIFICATIONS FOR ZONE 2:

GROUP 1 - Greaser; Tire Changer

GROUP 2 - Truck Mechanic

GROUP 3 - Single Axle Dump; Flat Bed; all Terrain Vehicles when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors

GROUP 4 - Euclid and Other Heavy Earth Moving Equipment; Low Boy; Articulator Cat; Five Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier

GROUP 5 - Mixer All Types

TRUCK DRIVER CLASSIFICATIONS FOR ZONE 3:

GROUP 1 - Greaser, Tire Changer

GROUP 2 - Truck Mechanic

GROUP 3 - Single Axle Dump; Flat Bed; all Terrain Vehicle when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors; Mixer All Types

GROUP 4 - Euclid and Other Heavy Earth moving Equipment;  
Lowboy; Articulator Cat; 5 Axle Vehicle; Winch and A-Frame  
when used in transporting materials; Ross Carrier; Fork  
Lift when used to transport building materials; Driver on  
Pavement Breaker

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

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

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

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 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.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION

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

These rates are listed pursuant to the Kentucky Determination No. CR-III-I-HWY dated September 5, 2012.

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, Director  
Division of Construction Procurement  
Frankfort, Kentucky 40622

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
3.5%	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 Hopkins 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**

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
FRANKFORT, KY 40622

CONTRACT ID: 121350  
COUNTY: HOPKINS  
PROPOSAL: NH 0021 (035)

PAGE: 1  
LETTING: 10/19/12  
CALL NO: 103

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
SECTION 0001 PAVING					
0010	00003	CRUSHED STONE BASE	54,159.000 TON		
0020	00078	CRUSHED AGGREGATE SIZE NO 2	500.000 TON		
0030	00100	ASPHALT SEAL AGGREGATE	170.000 TON		
0040	00103	ASPHALT SEAL COAT	20.000 TON		
0050	00190	LEVELING & WEDGING PG64-22	895.000 TON		
0060	00214	CL3 ASPH BASE 1.00D PG64-22	12,800.000 TON		
0070	00330	CL3 ASPH SURF 0.50A PG64-22	5,598.000 TON		
0080	02599	FABRIC-GEOTEXTILE TYPE IV	500.000 SQYD		
0090	02676	MOBILIZATION FOR MILL & TEXT	( 1.00) LS		
0100	02677	ASPHALT PAVE MILLING & TEXTURING	2,670.000 TON		
SECTION 0002 ROADWAY					
0110	00078	CRUSHED AGGREGATE SIZE NO 2	42.000 TON		
0120	01000	PERFORATED PIPE-4 IN	4,382.000 LF		
0130	01005	PERFORATED PIPE EDGE DRAIN-4 IN	6,199.000 LF		
0140	01010	NON-PERFORATED PIPE-4 IN	1,278.000 LF		
0150	01015	INSPECT & CERTIFY EDGE DRAIN SYSTEM	( 1.00) LS		
0160	01020	PERF PIPE HEADWALL TY 1-4 IN	27.000 EACH		
0170	01028	PERF PIPE HEADWALL TY 3-4 IN	8.000 EACH		
0180	01032	PERF PIPE HEADWALL TY 4-4 IN	7.000 EACH		
0190	01310	REMOVE PIPE	212.000 LF		

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
FRANKFORT, KY 40622

CONTRACT ID: 121350  
COUNTY: HOPKINS  
PROPOSAL: NH 0021 (035)

PAGE: 2  
LETTING: 10/19/12  
CALL NO: 103

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
0200	01310	REMOVE PIPE (PERF. PIPE)	3,996.000	LF		
0210	01314	PLUG PIPE	2.000	EACH		
0220	01982	DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL	WHITE100.000	EACH		
0230	01984	DELINEATOR FOR BARRIER - WHITE	4.000	EACH		
0240	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL	HITE 7.000	EACH		
0250	01989	CONC MEDIAN BARRIER TYPE 14C2	338.000	LF		
0260	02157	PAVED DITCH TYPE 1	592.000	SQYD		
0270	02159	TEMP DITCH	5,296.000	LF		
0280	02230	EMBANKMENT IN PLACE	147,733.000	CUYD		
0290	02242	WATER	1,247.000	MGAL		
0300	02262	FENCE-WOVEN WIRE TYPE 1	9,449.000	LF		
0310	02265	REMOVE FENCE	9,354.000	LF		
0320	02351	GUARDRAIL-STEEL W BEAM-S FACE	6,912.500	LF		
0330	02360	GUARDRAIL TERMINAL SECTION NO 1	3.000	EACH		
0340	02369	GUARDRAIL END TREATMENT TYPE 2A	5.000	EACH		
0350	02378	GUARDRAIL CONNECTOR TO BRIDGE END TY D	4.000	EACH		
0360	02381	REMOVE GUARDRAIL	9,950.000	LF		
0370	02387	GUARDRAIL CONNECTOR TO BRIDGE END TY A-1	1.000	EACH		
0380	02391	GUARDRAIL END TREATMENT TYPE 4A	12.000	EACH		
0390	02397	TEMP GUARDRAIL	937.500	LF		
0400	02429	RIGHT-OF-WAY MONUMENT TYPE 1	9.000	EACH		

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
FRANKFORT, KY 40622

CONTRACT ID: 121350  
COUNTY: HOPKINS  
PROPOSAL: NH 0021 (035)

PAGE: 3  
LETTING: 10/19/12  
CALL NO: 103

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
0410	02432	WITNESS POST	7.000	EACH		
0420	02483	CHANNEL LINING CLASS II	2,205.000	TON		
0430	02484	CHANNEL LINING CLASS III	2,237.000	TON		
0440	02545	CLEARING AND GRUBBING (72 ACRES)	( 1.00)	LS		
0450	02562	SIGNS	970.000	SQFT		
0460	02600	FABRIC GEOTEXTILE TY IV FOR PIPE	1,235.000	SQYD	2.00	2,470.00
0470	02650	MAINTAIN & CONTROL TRAFFIC	( 1.00)	LS		
0480	02651	DIVERSIONS (BY-PASS DETOURS) (RAMP A)	( 1.00)	LS		
0490	02651	DIVERSIONS (BY-PASS DETOURS) (RAMP B)	( 1.00)	LS		
0500	02651	DIVERSIONS (BY-PASS DETOURS) (RAMP C)	( 1.00)	LS		
0510	02651	DIVERSIONS (BY-PASS DETOURS) (RAMP D)	( 1.00)	LS		
0520	02653	LANE CLOSURE	4.000	EACH		
0530	02671	PORTABLE CHANGEABLE MESSAGE SIGN	4.000	EACH		
0540	02678	SCARIFYING PAVEMENT	7,348.000	SQYD		
0550	02690	SAFELOADING	14.300	CUYD		
0560	02701	TEMP SILT FENCE	5,296.000	LF		
0570	02703	SILT TRAP TYPE A	106.000	EACH		
0580	02704	SILT TRAP TYPE B	106.000	EACH		
0590	02705	SILT TRAP TYPE C	53.000	EACH		
0600	02706	CLEAN SILT TRAP TYPE A	159.000	EACH		
0610	02707	CLEAN SILT TRAP TYPE B	159.000	EACH		

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
FRANKFORT, KY 40622

CONTRACT ID: 121350  
COUNTY: HOPKINS  
PROPOSAL: NH 0021 (035)

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LETTING: 10/19/12  
CALL NO: 103

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
0620	02708	CLEAN SILT TRAP TYPE C	159.000	EACH		
0630	02709	CLEAN TEMP SILT FENCE	5,296.000	LF		
0640	02726	STAKING	( 1.00)	LS		
0650	02775	ARROW PANEL	2.000	EACH		
0660	03171	CONCRETE BARRIER WALL TYPE 9T	338.000	LF		
0670	05950	EROSION CONTROL BLANKET	9,053.000	SQYD		
0680	05952	TEMP MULCH	190,490.000	SQYD		
0690	05953	TEMP SEEDING AND PROTECTION	50,000.000	SQYD		
0700	05966	TOPDRESSING FERTILIZER	5.200	TON		
0710	05985	SEEDING AND PROTECTION	100,000.000	SQYD		
0720	06510	PAVE STRIPING-TEMP PAINT-4 IN	82,900.000	LF		
0730	06514	PAVE STRIPING-PERM PAINT-4 IN	4,462.000	LF		
0740	06515	PAVE STRIPING-PERM PAINT-6 IN	34,978.000	LF		
0750	06517	PAVE STRIPING-PERM PAINT-12 IN	1,445.000	LF		
0760	06569	PAVE MARKING-THERMO CROSS-HATCH	6,579.000	SQFT		
0770	06574	PAVE MARKING-THERMO CURV ARROW	8.000	EACH		
0780	06589	PAVEMENT MARKER TYPE V-MW	127.000	EACH		
0790	06591	PAVEMENT MARKER TYPE V-BY	32.000	EACH		
0800	06592	PAVEMENT MARKER TYPE V-B W/R	164.000	EACH		
0810	06593	PAVEMENT MARKER TYPE V-B Y/R	133.000	EACH		
0820	10020NS	FUEL ADJUSTMENT	8,056.000	DOLL	1.00	8,056.00

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
FRANKFORT, KY 40622

CONTRACT ID: 121350  
COUNTY: HOPKINS  
PROPOSAL: NH 0021 (035)

PAGE: 5  
LETTING: 10/19/12  
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LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
0830	10030NS	ASPHALT ADJUSTMENT	73,061.000	DOLL	1.00	73,061.00
0840	23131ER701	PIPELINE VIDEO INSPECTION	899.000	LF		
SECTION 0003 DRAINAGE						
0850	00461	CULVERT PIPE-15 IN	88.000	LF		
0860	00462	CULVERT PIPE-18 IN	165.000	LF		
0870	00464	CULVERT PIPE-24 IN	102.000	LF		
0880	00470	CULVERT PIPE-48 IN	72.000	LF		
0890	00521	STORM SEWER PIPE-15 IN	558.000	LF		
0900	00522	STORM SEWER PIPE-18 IN	591.000	LF		
0910	00524	STORM SEWER PIPE-24 IN	165.000	LF		
0920	00526	STORM SEWER PIPE-30 IN	58.000	LF		
0930	01432	SLOPED BOX OUTLET TYPE 1-15 IN	1.000	EACH		
0940	01450	S & F BOX INLET-OUTLET-18 IN	4.000	EACH		
0950	01451	S & F BOX INLET-OUTLET-24 IN	2.000	EACH		
0960	01452	S & F BOX INLET-OUTLET-30 IN	2.000	EACH		
0970	01480	CURB BOX INLET TYPE B	2.000	EACH		
0980	01490	DROP BOX INLET TYPE 1	7.000	EACH		
0990	01499	DROP BOX INLET TYPE 4	2.000	EACH		
1000	01767	MANHOLE TYPE C	3.000	EACH		
1010	08100	CONCRETE-CLASS A	8.950	CUYD		
1020	08150	STEEL REINFORCEMENT	541.000	LB		
SECTION 0004 SIGNING						

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LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
1030	06400	GMSS GALV STEEL TYPE A	4,972.000	LB		
1040	06405	SBM ALUMINUM PANEL SIGNS	737.900	SQFT		
1050	06406	SBM ALUM SHEET SIGNS .080 IN	173.900	SQFT		
1060	06407	SBM ALUM SHEET SIGNS .125 IN	242.000	SQFT		
1070	06410	STEEL POST TYPE 1	705.000	LF		
1080	06417	FLEXIBLE DELINEATOR POST-W	107.000	EACH		
1090	06418	FLEXIBLE DELINEATOR POST-Y	39.000	EACH		
1100	06490	CLASS A CONCRETE FOR SIGNS	12.540	CUYD		
1110	06491	STEEL REINFORCEMENT FOR SIGNS	660.000	LB		
1120	20418ED	REMOVE & RELOCATE SIGNS	4.000	EACH		
1130	21373ND	REMOVE SIGN	2.000	EACH		
1140	21596ND	GMSS TYPE D	22.000	EACH		
SECTION 0005 LIGHTING						
1150	04714	POLE 120 FT MTG HT HIGH MAST	7.000	EACH		
1160	04761	LIGHTING CONTROL EQUIPMENT	1.000	EACH		
1170	04773	HPS LUMINAIRE HIGH MAST	37.000	EACH		
1180	04797	CONDUIT-3 IN	370.000	LF		
1190	04800	MARKER	15.000	EACH		
1200	04820	TRENCHING AND BACKFILLING	5,655.000	LF		
1210	04860	CABLE-NO. 8/3C DUCTED	3,100.000	LF		
1220	04861	CABLE-NO. 6/3C DUCTED	1,380.000	LF		

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LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
1230	04862	CABLE-NO. 4/3C DUCTED	5,450.000	LF		
1240	04940	REMOVE LIGHTING	( 1.00)	LS		
1250	20392NS835	ELECTRICAL JUNCTION BOX TYPE C	6.000	EACH		
1260	21543EN	BORE AND JACK CONDUIT	370.000	LF		
1270	23161EN	POLE BASE-HIGH MAST	68.000	CUYD		
SECTION 0006 WATERLINE						
1280	01073	STEEL ENCASEMENT PIPE-16 IN	325.000	LF		
1290	03360	COPPER PIPE-3/4 IN	40.000	LF		
1300	03387	PVC PIPE-8 IN	1,800.000	LF		
1310	03528	GATE VALVE-8 IN	4.000	EACH		
1320	03546	BEND 22.50 DEG 8 IN	3.000	EACH		
1330	03563	BEND 45 DEG 8 IN	3.000	EACH		
1340	20552NC	TEE AND BLOCK 8 IN X 8 IN X 8 IN	2.000	EACH		
1350	20582ND	PROPOSED WATER METER	2.000	EACH		
1360	20864ND	FIRE HYDRANT ASSEMBLY	1.000	EACH		
1370	21399ED	BORE AND JACK PIPE-16 IN	160.000	LF		
1380	23330EC	WYE CONNECTION	1.000	EACH		
SECTION 0007 TRAINEES						
1390	02742	TRAINEE PAYMENT REIMBURSEMENT 1 EQUIPMENT OPERATOR GROUP 3	1,400.000	HOUR		
SECTION 0008 MOBILIZATION / DEMOBILIZATION						
1400	02568	MOBILIZATION (NO MORE THAN 5%)		LUMP		

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LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
1410	02569	DEMOBILIZATION (AT LEAST 1.5%)		LUMP		
		TOTAL BID				