



**CALL NO. 301**

**CONTRACT ID. 132240**

**LIVINGSTON COUNTY**

**FED/STATE PROJECT NUMBER FE01 070 0060 017-018**

**DESCRIPTION SMITHLAND-SALEM ROAD (US 60)**

**WORK TYPE GRADE & DRAIN**

**PRIMARY COMPLETION DATE 7/31/2013**

**LETTING DATE: May 24,2013**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME May 24,2013. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

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

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

## ADMINISTRATIVE DISTRICT - 01

**CONTRACT ID - 132240**

**FE01 070 0060 017-018**

**COUNTY - LIVINGSTON**

**PCN - MP07000601301**

**FE01 070 0060 017-018**

SMITHLAND-SALEM ROAD (US 60) (MP 17.000) FROM 0.12 MILES EAST OF DYER HILL MINE ROAD EXTENDING EAST TO 0.44 MILES WEST OF THREE RIVERS ROCK ROAD (MP 17.057), A DISTANCE OF 0.06 MILES.GRADE & DRAIN

GEOGRAPHIC COORDINATES LATITUDE 37:12:22.00 LONGITUDE 88:23:41.00

**COMPLETION DATE(S):**

COMPLETED BY 07/31/2013

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.

### **HARDWOOD REMOVAL RESTRICTIONS**

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

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

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

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

### **ACCESS TO RECORDS**

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

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

09/26/2012

**SPECIAL NOTE FOR RECIPROCAL PREFERENCE**

**Reciprocal preference to be given by public agencies to resident bidders**

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

03/01/2011

**EXPEDITE PROJECT WORK ORDER**

The Contractor may request that the Department expedite the work order for this project to allow for maximization of time to complete the work. In order for the Department to accomplish this task, the Contractor may be required to “hand carry” all required project documentation to facilitate the process. Immediately UPON NOTIFICATION OF AWARD OF THE CONTRACT, deliver required project documentation to:

Division of Construction Procurement  
200 Mero St.  
Frankfort, KY 40602

## PROJECT SPECIFICATIONS & BID ITEM DESCRIPTIONS

### PROJECT DESCRIPTION

To furnish all the necessary labor, material, equipment, tools and services necessary for the completion of repairing a sinkhole along US 60 at the 17 MM on the west side of the road, located in Livingston County, and in accordance with the Kentucky 2012 Standard Specifications for Road and Bridge Construction and applicable current Kentucky Department of Highways Standard Drawings.

### EXAMINATION OF SPECIFICATIONS AND PROJECT SITE

Before submitting a bid, each bidder shall carefully examine specifications and visit the proposed project site. Each bidder shall fully inform himself prior to bidding as to all existing conditions and limitation under which the work is to be performed, and shall include in his bid a sum to cover all costs of all items necessary to complete the project as set forth in the specifications. **All work performed under this contract shall conform to the standards provided herein.** No allowance will be made to any bidder because of lack of such examination or knowledge. The submission of a bid will be construed as conclusive evidence that the bidder has made such examination.

### BID QUANTITIES

**The Kentucky Transportation Cabinet guarantees no minimum number of quantities of work nor does it guarantee any minimum for the total contract.** Approximate quantities for each proposed bid item are contained herein and shall be used as reference for the general scope of work.

### INTENT OF SPECIFICATIONS

The intent of the Specifications is that the Contractor shall furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work described in the Specifications and all incidental work considered necessary to complete the project in a substantial and acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Kentucky Transportation Cabinet.

### DISCREPANCIES IN SPECIFICATIONS

Any discrepancies found between the Specifications and site conditions or any errors or omissions in the Specifications shall be immediately reported to the Engineer, who will promptly correct such error or omission in writing. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

### ADEQUACY OF SPECIFICATIONS

Responsibility for adequacy of the design and for sufficiency of the Specifications will be borne by the Kentucky Transportation Cabinet. The Complete requirements of the work to be performed under the Contract will be set forth in the Specifications to be supplied by the Kentucky Transportation Cabinet through the Engineer or by the Engineer as representative of the Kentucky Transportation Cabinet. Specifications furnished will be in accordance with the Contract Documents and will be true and accurate developments thereof.

### ADDITIONAL INSTRUCTIONS

Further instructions will be issued by the Engineer during the progress of the work by means of Drawings, or otherwise, to make the Specifications more clear or specific, or as may be necessary to explain or illustrate changes in the work to be done.

### OWNERSHIP OF SPECIFICATIONS

All original or duplicated Specifications, and other data prepared by the Engineer, shall remain the property of the Engineer, and they shall not be reused on other work, but shall be returned to him upon completion of the work.

### MEASUREMENTS

The Contractor shall be responsible for all field measurements. The Kentucky Transportation Cabinet will not take responsibility for dimensions.

### ENGINEER'S RESPONSIBILITY AND AUTHORITY

Throughout the performance of this Contract, the Engineering Division of the Kentucky Transportation Cabinet Paducah Section Office shall, in all respects, be acting as both Engineer and agent for the Owner, the Kentucky Transportation Cabinet. All work shall be done under the general supervision of the Engineer. The Engineer will decide any and all questions that may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work and interpretation of Drawings and Specifications.

### ENGINEER'S DECISIONS & COMMUNICATIONS

All claims of the Contractor shall be presented to the Engineer for decision that will be made in writing within a reasonable time. All decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved, which will be subject to arbitration. All notices, demands, reports, approvals, requests, and change orders shall be in writing.

### SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work, wholly or in part, for such period or periods, as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the work, or failure on part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. **The Contractor shall not suspend operation once work has begun without the Engineer's permission.**

### INSPECTION OF WORK

All materials and each part or detail of the work shall be subject, at all times, to inspection by the Engineer. The Contractor shall be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection, and any material furnished under these Specifications is subject to such inspection. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

### EXAMINATION OF COMPLETED WORK

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

### CONTRACTOR'S SUPERINTENDENCE

A qualified superintendent, who is acceptable to the Engineer, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the Contractor, and all directions given to the superintendent will be considered given to the Contractor. In general, the Engineer's instructions will be confirmed in writing and will always be so confirmed upon written request from the Contractor.

### STORAGE OF MATERIALS

Materials shall be stored as to insure the preservation of their quality and fitness for the work in accordance with manufacturer storage recommendations. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the property owner and copy of documentation submitted to the Engineer.

### REJECTED WORK AND MATERIALS

All materials that do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, will be rejected. Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed, within ten (10) days after written notice is given by the Engineer, and the work shall be re-executed by the Contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

### CLEANING UP

The Contractor shall, at all times, keep the construction area, including storage areas used by him, free from accumulations of waste material or rubbish and, prior to completion of the work, remove any rubbish from and about the premises, and remove all tools, equipment, and materials, not the property of the Kentucky Transportation Cabinet. Upon completion, and prior to final payment, the Contractor shall leave the premises in a neat, clean, and workmanlike condition satisfactory to the Engineer. All property, both public and private, which has been damaged in the prosecution of the work, shall be restored in an acceptable manner approved by the Engineer prior to final payment to the Contractor.

### TRAFFIC CONTROL

The Contractor shall at all times so conduct work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer and proper governmental authority. Traffic control measures other than signage are not anticipated with the work necessary to complete this project due to the location of the project being on the grassed R/W areas of US 60. Access to and from the project shall be conducted along grassed R/W areas of US 60 to Dyer Hill Mine Road. Consent & Release of the adjoining property owner has been granted to KYTC for purposes of this contract.

### DAMAGE TO EXISTING FACILITIES, PROPERTY, ETC.

The Contractor shall be responsible for the preservation of all public property, sidewalks, street, pavement, utilities, adjoining property, the work of other Contractors, trees, etc., along and adjacent to the street, right-of-way, easement and/or site, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property markers until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed by the Engineer. The Contractor shall not enter upon private property for any purpose without obtaining permission. The contractor shall at his own expense completely repair any damage thereto caused by his operations. Any and all methods of repair required shall be approved by the Engineer.

### LOCATION AND PROTECTION OF UTILITIES

It shall be the Contractor's responsibility to familiarize himself with the location of all utilities or other obstruction with the specified limits of his construction, and to accurately determine the location of such utilities or obstruction, in order that he may prevent all damage thereto.

**Prior to initiation of excavation, the Contractor shall locate all utilities in work area in accordance with applicable governmental rules, laws and regulations. Utilities can be contacted for location requests by calling B.U.D. 811 or 1-800-752-6007. Officials of B.U.D. request at least 3 days lead time for notification requests.**

The Contractor shall take appropriate measures to verify the locations of and protect utilities, expose utilities located within the required limits of work utilizing hand tools, provide proper support as required to prevent damage during construction, immediately notify utility owner any time damage occurs to a utility installation, repair damaged utilities in accordance with utility company procedures at no extra cost to the Kentucky Transportation Cabinet, and take such measures as necessary to minimize any disruption of utility service. Omission of specific location of utilities or obstruction on drawings provided will not constitute basis of claims for extra cost for damage to said utilities, or to any other property or equipment, nor shall this relieve the Contractor of his responsibility to repair all such damage at his own expense.

### CROSSING UTILITIES

When new construction crosses highways, railroads, streets or utilities under the jurisdiction of state, county, city or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Kentucky Transportation Cabinet before any work is done. The Contractor shall furnish a release from the proper authority before final acceptance of the work.

### PRE-CONSTRUCTION CONFERENCE

Following the execution of the Contract, a Pre-Construction Conference will be held with representatives of the Contractor, Sub-Contractors and Engineer. Discussion will pertain to responsibilities, coordination required, scheduling, priorities, and completion of work.

### SCOPE OF CONTRACTOR'S SERVICES

Except as otherwise specifically stated in the Contract Documents and specifications, the Contractor shall provide and pay for all materials, labor, tools, traffic control, temporary facilities, grade control and staking, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses, and all services and facilities of every nature whatsoever necessary for the performance of the contract and to deliver all improvements embraced in this contract, complete in every respect within the specified time.

### SUPERVISION AND FINAL INSPECTION

The Engineer and/or his authorized representative will have personal supervision of the project during construction. Final inspection of the project shall be conducted in the presence of the Contractor and/or his authorized representative, the Kentucky Transportation Cabinet and/or his authorized representative.

### SIGNS

This bid item shall be used for payment of advance warning signs consisting of Begin and End road work as well as Shoulder Work Ahead signage and shall be performed in accordance with Standard Drawing TTC-135-01. Signs not remaining in place for at least 3 days will not be considered for payment. Payment under this bid item shall be by Square Foot.

### CLEAN SINKHOLE

This bid item shall be used for payment of removing and disposing of existing debris that has been placed into the sinkhole. In addition, general shaping of the sinkhole to provide a suitable surface for placement of geotextile fabric will be paid for under this item. Payment under this item shall be by Each.

### FABRIC-GEOTEXTILE TYPE IV

This bid item shall be used for payment of Type IV Geotextile Fabric that is to be placed within limits of sinkhole prior to placement of granular embankment. Payment under this item shall be by Square Yard.

### GRANULAR EMBANKMENT

This bid item shall be used for payment of granular embankment that shall be placed within the entire extents of the sinkhole up to surrounding ground line. Payment under this item shall be by Cubic Yard.

### SEEDING AND PROTECTION

This bid item shall be used for payment of re-grading and seeding of disturbed areas around sinkhole and access points to and from sinkhole resulting from construction operations. Payment under this item shall be by Square Yard.

### MAINTAIN AND CONTROL TRAFFIC

This bid item shall be used for payment of any necessary traffic control resulting from construction operations. Payment under this item shall be by Lump Sum.

### **SPECIAL NOTE FOR SINKHOLE REPAIR**

The Geotechnical Branch has completed an investigation of the sinkholes on the north side of US 60 at approximate Milepost 17.0. The sinkhole is approximately 60 feet in diameter and 20 to 25 feet deep. The sinkhole is creeping toward the roadway and currently extends to the ditchline. Several other small sinkholes (2 to 5 feet in diameter) were observed in the field.

Four borings were obtained to bedrock around the outer rim of the sinkhole. The drilling showed the overburden depths ranged from 24 to 31.5 feet. As in most karstic areas this rockline is very irregular.

Garbage (wood, brick, stove, trash, etc) has been dumped in the sinkhole. This debris must be removed. Remove the debris and excavate the overburden to bedrock in the throat of the sinkhole.

Cap the sinkhole in accordance with the attached Sepia Drawing "Treatment of Open Sinkholes" using "Condition No. 3 with the exception of the rock embankment and excavate to bedrock. The sinkhole shall remain free draining and a soil cap shall not be used.

Attached are pictures of the sinkhole. The approximate locations of the borings are shown on the first picture. Also attached are the Driller's Subsurface Logs and the Sepia drawings on the "Treatment of Open Sinkholes."



Boring #2

Boring #4

Boring #3

Boring #1

12.17.2012

12.17.2012



12.17.2012



12.17.2012





12.17.2012

For: Division of Structural Design  
 Geotechnical Branch

### DRILLER'S SUBSURFACE LOG

Project ID: <u>L-001-2013</u>		<u>Livingston - US-60 MP 17.0-</u>			Project Type: <u>Landslide Landslide Memo</u>			
Item Number: <u>01-0000.</u>					Project Manager: <u>Danny Molen</u>			
Hole Number <u>1 North</u>		Immediate Water Depth <u>17.0 (01/22/13)</u>		Start Date <u>01/22/2013</u>		Hole Type <u>sounding</u>		
Surface Elevation <u>'</u>		Static Water Depth <u>NA</u>		End Date <u>01/22/2013</u>		Rig_Number <u>0094-320</u>		
Total Depth <u>31.5'</u>		Driller <u>George Lawrence GL</u>		Latitude(83) <u>__</u>				
Location <u>+ 'Lt.</u>				Longitude(83) <u>__</u>				
Lithology		Overburden	Sample No.	Depth (ft)	Rec. (ft)	SPT Blows	Sample Type	Remarks
Elevation	Depth	Rock Core	Std/Ky RQD	Run (ft)	Rec (ft)	Rec (%)	SDI (JS)	
5	7.0							Brown, moist, clay.
10	15.0							Brown, very moist, clay.
20	28.0							Stiff, brown, very moist, clay.
30	31.5							Brown red, wet, clay.
35								(Bottom of Hole 31.5') (Refusal @ 31.5)
40								ref in limestone
45								
50								

For: Division of Structural Design  
 Geotechnical Branch

### DRILLER'S SUBSURFACE LOG

Project ID: <u>L-001-2013</u>	<u>Livingston - US-60 MP 17.0-</u>	Project Type: <u>Landslide Landslide Memo</u>
Item Number: <u>01-0000.</u>		Project Manager: <u>Danny Molen</u>

Hole Number <u>2 <del>West</del> South</u>	Immediate Water Depth <u>(01/22/13)</u>	Start Date <u>01/22/2013</u>	Hole Type <u>sounding</u>
Surface Elevation <u>'</u>	Static Water Depth <u>NA</u>	End Date <u>01/22/2013</u>	Rig Number <u>0094-320</u>
Total Depth <u>28.0'</u>	Driller <u>George Lawrence GL</u>	Latitude(83) <u>__</u>	
Location <u>+ 'Lt.</u>		Longitude(83) <u>__</u>	

Lithology		Description	Overburden	Sample No.	Depth (ft)	Rec. (ft)	SPT Blows	Sample Type	Remarks
Elevation	Depth		Rock Core	Std/Ky RQD	Run (ft)	Rec (ft)	Rec (%)	SDI (JS)	
5	6.0	Brown, moist, clay.							5
10	15.0	Brown, moist to wet, clay.							10
15	28.0	Brown red, dry, clay.							15
20		(Bottom of Hole 28.0') (Refusal @ 28)							20
25		ref in limestone							25
30									30
35									35
40									40
45									45
50									50

For: Division of Structural Design  
 Geotechnical Branch

### DRILLER'S SUBSURFACE LOG

Project ID: <u>L-001-2013</u>		<u>Livingston - US-60 MP 17.0-</u>			Project Type: <u>Landslide Landslide Memo</u>		
Item Number: <u>01-0000.</u>					Project Manager: <u>Danny Molen</u>		
Hole Number <u>3</u> <del>East</del> <u>West</u>		Immediate Water Depth <u>19.0 (01/22/13)</u>	Start Date <u>01/22/2013</u>		Hole Type <u>sounding</u>		
Surface Elevation <u>'</u>		Static Water Depth <u>NA</u>	End Date <u>01/22/2013</u>		Rig Number <u>0094-320</u>		
Total Depth <u>24.0'</u>		Driller <u>George Lawrence</u> <i>GL</i>	Latitude(83) <u>__</u>				
Location <u>+ 'Lt.</u>				Longitude(83) <u>__</u>			

Lithology		Description	Overburden	Sample No.	Depth (ft)	Rec. (ft)	SPT Blows	Sample Type	Remarks
Elevation	Depth		Rock Core	Std/Ky RQD	Run (ft)	Rec (ft)	Rec (%)	SDI (JS)	
	5.0	Brown, moist, clay.							
	19.0	Brown red, moist, clay with limestone floaters.							
	24.0	Red brown, wet, clay with limestone floaters.							
		(Bottom of Hole 24.0') (Refusal @ 24)							
		ref in limestone							





## **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

## **TRAFFIC CONTROL PLAN**

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### **TRAFFIC CONTROL GENERAL**

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

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

### **PROJECT PHASING & CONSTRUCTION PROCEDURES**

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

Maintain alternating one way traffic during construction. Provide a minimum clear lane width of 11 feet; however, provide for passage of vehicles of up to 16 feet in width. If traffic should be stopped due to construction operations, and a school bus on an official run arrives on the scene, make provisions for the passage of the bus as quickly as possible.

### **LANE CLOSURES**

Do not leave lane closures in place during non-working hours.

### **SIGNS**

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

### **CHANGEABLE MESSAGE SIGNS**

If deemed necessary by the Engineer, the Department will furnish, operate, and maintain Changeable Message Signs.

Traffic Control Plan  
Page 2 of 3

## **BARRICADES**

The Department will not measure barricades used in lieu of barrels and cones for channelization or delineation, but shall be incidental to Maintain and Control Traffic according to Section 112.04.01.

The Department will measure barricades used to protect pavement removal areas in individual units. Each. The Department will measure for payment the maximum number of barricades in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual barricades only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged barricades the Engineer directs to be replaced due to poor condition or reflectivity. Retain possession of the Barricades upon completion of construction.

## **PAVEMENT MARKINGS**

If there is to be a deviation from the existing striping plan, the Engineer will furnish the Contractor a striping plan prior to placement of the final surface course.

Install Temporary Striping according to Section 112 with the following exception:

If the Contractor's operations or phasing requires temporary markings that must subsequently be removed from the final surface course, use an approved removable lane tape; however, the Department will not measure removable lane tape for separate payment, but will measure and pay for removable lane tape as temporary striping.

## **PAVEMENT EDGE DROP-OFFS**

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

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

Less than 2" - No protection required.

Traffic Control Plan  
Page 3 of 3

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

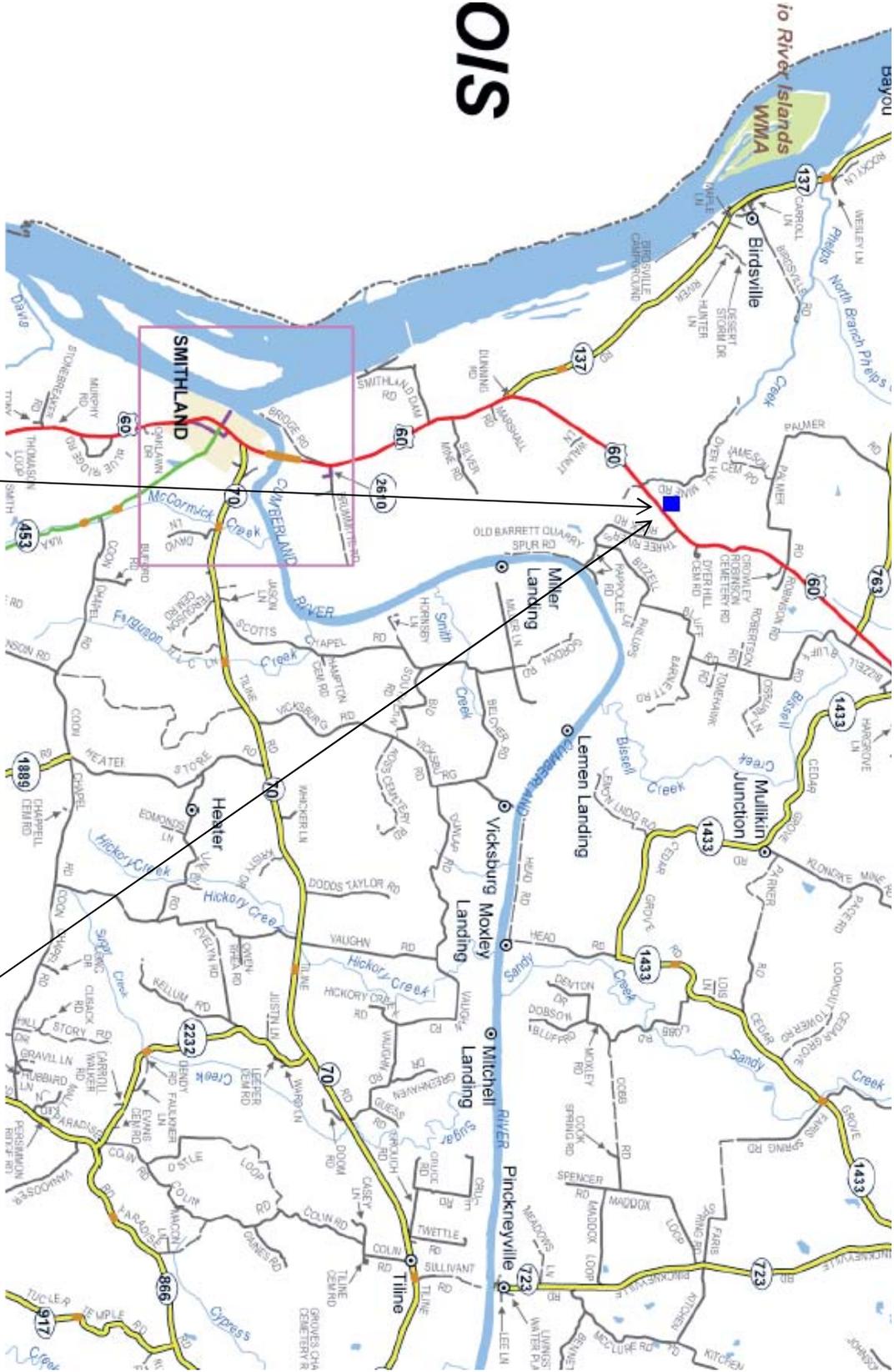
Greater than 4' - Protect drop-offs greater than 4 inches within 10 feet of traffic by placing drums, vertical panels, or barricades every 25 feet. The Engineer will not allow the use of cones in lieu of drums, vertical panels, or barricades for drop-offs greater than 4". Place Type III Barricades directly in front of the drop-off facing on coming traffic in both directions of travel. Provide warning signs as shown on the Standard Drawings or as directed by the Engineer

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



# Kentucky Department of Highways Livingston County

# OIS



FE01-070-0060-017-018



**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 April 19, 2013 Letting**

<b>Subsection:</b>	109.07.02 Fuel.
<b>Revision:</b>	Revise item Crushed Aggregate Used for Embankment Stabilization to the following: Crushed Aggregate Used for Stabilization of Unsuitable Materials Used for Embankment Stabilization
<b>Subsection:</b>	112.03.12 Project Traffic Coordinator (PTC).
<b>Revision:</b>	Replace the last paragraph of this subsection with the following: Ensure the designated PTC has sufficient skill and experience to properly perform the task assigned and has successfully completed the qualification courses.
<b>Subsection:</b>	112.04.18 Diversions (By-Pass Detours).
<b>Revision:</b>	Insert the following sentence after the 2nd sentence of this subsection. The Department will not measure temporary drainage structures needed for the diversion for payment. These items are incidental to this item of work.
<b>Subsection:</b>	206.04.01 Embankment-in-Place.
<b>Revision:</b>	Replace the fourth paragraph with the following: The Department will not measure <b>suitable</b> excavation included in the original plans that is disposed of for payment and will consider it incidental to Embankment-in-Place.
<b>Subsection:</b>	208.02.01 Cement.
<b>Revision:</b>	Replace paragraph with the following: Select Type I or Type II cement conforming to Section 801. Use the same type cement throughout the work.
<b>Subsection:</b>	208.03.06 Curing and Protection.
<b>Revision:</b>	Replace the fourth paragraph with the following: Do not allow traffic or equipment on the finished surface until the stabilized subgrade has cured for a total of 7-days with an ambient air temperature above 40 degrees Fahrenheit. A curing day consists of a continuous 24-hour period in which the ambient air temperature does not fall below 40 degrees Fahrenheit. Curing days will not be calculated consecutively, but must total seven (7) , 24-hour days with the ambient air temperature remaining at or above 40 degrees Fahrenheit before traffic or equipment will be allowed to traverse the stabilized subgrade. The Department may allow a shortened curing period when the Contractor requests. The Contractor shall give the Department at least 3 day notice of the request for a shortened curing period. The Department will require a minimum of 3 curing days after final compaction. The Contractor shall furnish cores to the treated depth of the roadbed at 500 feet intervals for each lane when a shortened curing time is requested. The Department will test cores using an unconfined compression test. Roadbed cores must achieve a minimum strength requirement of 80 psi.
<b>Subsection:</b>	208.03.06 Curing and Protection.
<b>Revision:</b>	Replace paragraph nine with the following: At no expense to the Department, repair any damage to the subgrade caused by freezing.

**Supplemental Specifications to the  
Standard Specifications for Road and Bridge Construction, 2012 Edition  
Effective with the April 19, 2013 Letting**

<b>Subsection:</b>	213.03.02 Progress Requirements.
<b>Revision:</b>	Replace the last sentence of the third paragraph with the following: Additionally, the Department will apply a penalty equal to the liquidated damages when all aspects of the work are not coordinated in an acceptable manner within 7 calendar days after written notification.
<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>	403.02.10 Material Transfer Vehicle (MTV).
<b>Revision:</b>	Replace the first sentence with the following: In addition to the equipment specified above, provide a MTV with the following minimum characteristics:
<b>Subsection:</b>	412.02.09 Material Transfer Vehicle (MTV).
<b>Revision:</b>	Replace the paragraph with the following: Provide and utilize a MTV with the minimum characteristics outlined in section 403.02.10.
<b>Subsection:</b>	412.03.07 Placement and Compaction.
<b>Revision:</b>	Replace the first paragraph with the following: Use a MTV when placing SMA mixture in the driving lanes. The MTV is not required on ramps and/or shoulders unless specified in the contract. When the Engineer determines the use of the MTV is not practical for a portion of the project, the Engineer may waive its requirement for that portion of pavement by a letter documenting the waiver.
<b>Subsection:</b>	412.04 MEASUREMENT.
<b>Revision:</b>	Add the following subsection: 412.04.03. Material Transfer Vehicle (MTV). The Department will not measure the MTV for payment and will consider its use incidental to the asphalt mixture.
<b>Subsection:</b>	501.03.19 Surface Tolerances and Testing Surface.
<b>Part:</b>	B) Ride Quality.
<b>Revision:</b>	Add the following to the end of the first paragraph: The Department will specify if the ride quality requirements are Category A or Category B when ride quality is specified in the Contract. Category B ride quality requirements shall apply when the Department fails to classify which ride quality requirement will apply to the Contract.
<b>Subsection:</b>	605.03.04 Tack Welding.
<b>Revision:</b>	Insert the subsection and the following: 605.03.04 Tack Welding. The Department does not allow tack welding.
<b>Subsection:</b>	606.03.17 Special Requirements for Latex Concrete Overlays.
<b>Part:</b>	A) Existing Bridges and New Structures.
<b>Number:</b>	1) Prewetting and Grout-Bond Coat.
<b>Revision:</b>	Add the following sentence to the last paragraph: Do not apply a grout-bond coat on bridge decks prepared by hydrodemolition.

**Supplemental Specifications to the  
Standard Specifications for Road and Bridge Construction, 2012 Edition  
Effective with the April 19, 2013 Letting**

<b>Subsection:</b> <b>Revision:</b>	609.03 Construction. 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.
<b>Subsection:</b> <b>Revision:</b>	611.03.02 Precast Unit Construction. Replace the first sentence of the subsection with the following: Construct units according to ASTM C1577, <b>replacing Table 1 (Design Requirements for Precast Concrete Box Sections Under Earth, Dead and HL-93 Live Load Conditions) with KY Table 1 (Precast Culvert KYHL-93 Design Table)</b> , and Section 605 with the following exceptions and additions:
<b>Subsection:</b> <b>Number:</b> <b>Revision:</b>	613.03.01 Design. 2) Replace "AASHTO Standard Specifications for Highway Bridges" with "AASHTO LRFD Bridge Design Specifications"
<b>Subsection:</b> <b>Revision:</b>	615.06.02 Add the following sentence to the end of the subsection. The ends of units shall be normal to walls and centerline except exposed edges shall be beveled ¾ inch.
<b>Subsection:</b> <b>Revision:</b>	615.06.03 Placement of Reinforcement in Precast 3-Sided Units. Replace the reference of 6.6 in the section to 615.06.06.
<b>Subsection:</b> <b>Revision:</b>	615.06.04 Placement of Reinforcement for Precast Endwalls. Replace the reference of 6.7 in the section to 615.06.07.
<b>Subsection:</b> <b>Revision:</b>	615.06.06 Laps, Welds, and Spacing for Precast 3-Sided Units. Replace the subsection with the following: Tension splices in the circumferential reinforcement shall be made by lapping. Laps may not be tack welded together for assembly purposes. For smooth welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.2 and AASHTO 2012 Bridge Design Guide Section 5.11.6.3. For deformed welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.1 and AASHTO 2012 Bridge Design Guide Section 5.11.6.2. The overlap of welded wire fabric shall be measured between the outer most longitudinal wires of each fabric sheet. For deformed billet-steel bars, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.1. For splices other than tension splices, the overlap shall be a minimum of 12" for welded wire fabric or deformed billet-steel bars. The spacing center to center of the circumferential wires in a wire fabric sheet shall be no less than 2 inches and no more than 4 inches. The spacing center to center of the longitudinal wires shall not be more than 8 inches. The spacing center to center of the longitudinal distribution steel for either line of reinforcing in the top slab shall be not more than 16 inches.

**Supplemental Specifications to the  
Standard Specifications for Road and Bridge Construction, 2012 Edition  
Effective with the April 19, 2013 Letting**

<b>Subsection:</b>	615.06.07 Laps, Welds, and Spacing for Precast Endwalls.
<b>Revision:</b>	Replace the subsection with the following: Splices in the reinforcement shall be made by lapping. Laps may not be tack welded together for assembly purposes. For smooth welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.2 and AASHTO 2012 Bridge Design Guide Section 5.11.6.3. For deformed welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.1 and AASHTO 2012 Bridge Design Guide Section 5.11.6.2. For deformed billet-steel bars, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.1. The spacing center-to-center of the wire fabric sheet shall not be less than 2 inches or more than 8 inches.
<b>Subsection:</b>	615.08.01 Type of Test Specimen.
<b>Revision:</b>	Replace the subsection with the following: Start-up slump, air content, unit weight, and temperature tests will be performed each day on the first batch of concrete. Acceptable start-up results are required for production of the first unit. After the first unit has been established, random acceptance testing is performed daily for each 50 yd <sup>3</sup> (or fraction thereof). In addition to the slump, air content, unit weight, and temperature tests, a minimum of one set of cylinders shall be required each time plastic property testing is performed.
<b>Subsection:</b>	615.08.02 Compression Testing.
<b>Revision:</b>	Delete the second sentence.
<b>Subsection:</b>	615.08.04 Acceptability of Core Tests.
<b>Revision:</b>	Delete the entire subsection.
<b>Subsection:</b>	615.12 Inspection.
<b>Revision:</b>	Add the following sentences to the end of the subsection: Units will arrive at jobsite with the "Kentucky Oval" stamped on the unit which is an indication of acceptable inspection at the production facility. Units shall be inspected upon arrival for any evidence of damage resulting from transport to the jobsite.

## 2012 STANDARD DRAWINGS THAT APPLY

MISCELLANEOUS STANDARDS PART 1 .....	RGX-001-05
ONE POINT PROCTER FAMILY OF CURVES .....	RGX-200
LANE CLOSURE TWO-LANE HIGHWAY CASE I.....	TTC-100-03
LANE CLOSURE TWO-LANE HIGHWAY CASE II.....	TTC-105-02
SHOULDER CLOSURE.....	TTC-135-01
POST SPLICING DETAIL .....	TTD-110-01

**CONDITION NO. 1: SOIL EMBANKMENT OVER DEEP OVERBURDEN WITH OPEN SINKHOLES**

**PROCEDURE:**

- REMOVE DEBRIS. DO NOT EXCAVATE SOIL OVERBURDEN.
- LINE OPENING WITH TYPE IV GEOTEXTILE FABRIC.
- REFILL WITH GRANULAR EMBANKMENT.
- PLACE TYPE IV GEOTEXTILE FABRIC ON TOP OF GRANULAR EMBANKMENT.
- REFILL WITH (2' MINIMUM) CLAY SOIL CAP.

**CONDITION NO. 4: ROCK EMBANKMENT OVER SHALLOW OVERBURDEN WITH SINKHOLE OPENINGS IN ROCK**

**PROCEDURE:**

- REMOVE DEBRIS. DO NOT EXCAVATE SOIL OVERBURDEN.
- LINE OPENING WITH TYPE IV GEOTEXTILE FABRIC.
- REFILL WITH GRANULAR EMBANKMENT.
- PLACE TYPE IV GEOTEXTILE FABRIC ON TOP OF GRANULAR EMBANKMENT.
- REFILL WITH (2' MINIMUM) CLAY SOIL CAP.

**CONDITION NO. 2: SOIL EMBANKMENT OVER SHALLOW OVERBURDEN WITH SINKHOLE OPENING IN ROCK**

**PROCEDURE FOR ALTERNATE NO. 2A**

- REMOVE DEBRIS AND SOIL OVERBURDEN.
- REFILL OPENING WITH GRANULAR EMBANKMENT TO 2' MIN. BELOW ROCK LINE.
- PLACE TYPE IV GEOTEXTILE FABRIC ON TOP OF GRANULAR EMB. OVERLAPPING ORIG. GROUND LINE.
- REFILL WITH (2' MIN.) CLAY SOIL CAP.

**PROCEDURE FOR ALTERNATE NO. 2B**

- REMOVE DEBRIS AND SOIL OVERBURDEN.
- REFILL OPENING WITH GRANULAR EMBANKMENT TO 1' MIN. BELOW ROCK LINE.
- CONST. 1' REINFORCED CONC. CAP. CAP SHOULD BE INTERLOCKED WITH ROCK FOR SUPPORT.

**CONDITION NO. 5: CUT SECTIONS WITH SINKHOLE OPENINGS IN ROCK**

**PROCEDURE FOR ALTERNATE NO. 5A**

- REFILL OPENING WITH GRANULAR EMBANKMENT. IF CONCRETE CAP IS USED IT SHALL BE INTERLOCKED WITH THE BEDROCK FOR SUPPORT AS DETAILED IN CONDITION NO. 2 ALTERNATE NO. 2B.

**PROCEDURE FOR ALTERNATE NO. 5B**

- REFILL OPENING WITH GRANULAR EMBANKMENT TO 2' MINIMUM BELOW SOIL SUBGRADE.
- PLACE TYPE IV GEOTEXTILE FABRIC OVER GRANULAR EMBANKMENT.
- REFILL WITH (2' MIN.) CLAY SOIL CAP. IF CONCRETE CAP IS USED THE FABRIC SHALL BE OMITTED FOR SUPPORT AS DETAILED IN COND. NO. 2 ALTERNATE NO. 2B.

**CONDITION NO. 3: ROCK EMB. OVER DEEP OVERBURDEN WITH OPEN SINKHOLES**

**PROCEDURE:**

- REMOVE DEBRIS. DO NOT EXCAVATE SOIL OVERBURDEN.
- LINE OPENING WITH TYPE IV GEOTEXTILE FABRIC.
- REFILL OPENING WITH GRANULAR EMBANKMENT TO TOP OF DEPRESSION.

**CONDITION NO. 6: CUT SECTIONS WITH SINKHOLE OPENINGS IN SOIL**

**PROCEDURE:**

- REMOVE DEBRIS. DO NOT EXCAVATE SOIL OVERBURDEN.
- LINE OPENING WITH TYPE IV GEOTEXTILE FABRIC.
- REFILL WITH GRANULAR EMB. OVERLAPPING ORIG. GROUND LINE.
- REFILL WITH (2' MIN.) CLAY SOIL CAP. IF ROCK SUBGRADE IS USED OMIT SOIL CAP AND FABRIC UNDERLYING SOIL CAP.
- REMOVE DEBRIS AND SOIL OVERBURDEN.
- REFILL OPENING WITH GRANULAR EMBANKMENT TO 2' MIN. BELOW ROCK LINE.
- PLACE TYPE IV GEOTEXTILE FABRIC OVER GRANULAR EMB. OVERLAPPING ORIG. GROUND LINE.
- REFILL WITH (2' MIN.) CLAY SOIL CAP. IF CONCRETE CAP IS USED THE FABRIC SHALL BE OMITTED AND CAP SHALL BE INTERLOCKED WITH THE BEDROCK FOR SUPPORT AS DETAILED IN COND. NO. 2 ALTERNATE NO. 2B.

THE CONC. CAP SHALL BE CLASS "B" CONC. AND CONTAIN NO. 8 REINFORCING BARS PLACED AT 12" CTRS. IN BOTH DIRECTIONS AND LOCATED 3" FROM THE BOTTOM SURFACE OF THE CAP.

DEPARTMENT OF HIGHWAYS  
KENTUCKY  
TREATMENT  
OF  
OPEN SINKHOLES

DATE 12-1-99  
SUBMITTED BY [Signature]  
NEW DIVISION OF DESIGN

003

## **PART III**

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

## TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

### LABOR AND WAGE REQUIREMENTS APPLICABLE TO OTHER THAN FEDERAL-AID SYSTEM PROJECTS

- I. Application
- II. Nondiscrimination of Employees (KRS 344)
- III. Payment of Predetermined Minimum Wages
- IV. Statements and Payrolls

#### I. APPLICATION

1. These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piecework, station work or by subcontract. The contractor's organization shall be construed to include only workmen employed and paid directly by the contractor and equipment owned or rented by him, with or without operators.

2. The contractor shall insert in each of his subcontracts all of the stipulations contained in these Required Provisions and such other stipulations as may be required.

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

#### II. NONDISCRIMINATION OF EMPLOYEES

##### 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.

#### III. PAYMENT OF PREDETERMINED MINIMUM WAGES

1. These special provisions are supplemented elsewhere in the contract by special provisions which set forth certain predetermined minimum wage rates. The contractor shall pay not less than those rates.

2. The minimum wage determination schedule shall be posted by the contractor, in a manner prescribed by the Department of Highways, at the site of the work in prominent places where it can be easily seen by the workers.

#### IV. STATEMENTS AND PAYROLLS

1. All contractors and subcontractors affected by the terms of KRS 337.505 to 337.550 shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of one (1) year from the date of completion of this contract.

2. The payroll records shall contain the name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid.

3. The contractor shall make his daily records available at the project site for inspection by the State Department of Highways contracting office or his authorized representative.

Periodic investigations shall be conducted as required to assure compliance with the labor provisions of the contract. Interrogation of employees and officials of the contractor shall be permitted during working hours.

Aggrieved workers, Highway Managers, Assistant District Engineers, Resident Engineers and Project Engineers shall report all complaints and violations to the Division of Contract Procurement.

The contractor shall be notified in writing of apparent violations. The contractor may correct the reported violations and notify the Department of Highways of the action taken or may request an informal hearing. The request for hearing shall be in writing within ten (10) days after receipt of the notice of the reported violation. The contractor may submit

records and information which will aid in determining the true facts relating to the reported violations.

Any person or organization aggrieved by the action taken or the findings established as a result of an informal hearing by the Division of Contract Procurement may request a formal hearing.

4. The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payments, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

5. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

6. No laborers shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

7. Every employee on the work covered by this contract shall be permitted to lodge, board, and trade where and with whom he elects and neither the contractor nor his agents, nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

8. Every employee on the project covered by this contract shall be an employee of either the prime contractor or an approved subcontractor.

9. No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

10. No individual shall be employed as a laborer or mechanic on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks or other equipment from individuals.

No Covered employee may be employed on the work except in accordance with the classification set forth in the schedule mentioned above; provided, however, that in the event additional classifications are required, application shall be made by the contractor to the Department of Highways and (1) the Department shall request appropriate classifications and rates from the proper agency, or (2) if there is urgent need for additional classification to avoid undue delay in the work, the contractor may employ such workmen at rates deemed comparable to rates established for similar classifications provided he has made written application through the Department of Highways, addressed to the proper agency, for the supplemental rates. The contractor shall retroactively adjust, upon receipt of the supplemental rates schedule, the wages of any employee paid less than the established rate and may adjust the wages of any employee overpaid.

11. 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 laborer or mechanic in any work-week in which he is employed on such work, to work in excess of eight hours in any calendar day or in excess of forty hours in such work-week unless such laborer or mechanic receives compensation at a rate not less than one and one half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work-week. 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. This agreement shall be in writing and shall be executed prior to the employee working in excess of eight (8) hours, but not more than ten (10) hours, in any one (1) calendar day.

12. Payments to the contractor may be suspended or withheld due to failure of the contractor to pay any laborer or

mechanic employed or working on the site of the work, all or part of the wages required under the terms of the contract. The Department may suspend or withhold payments only after the contractor has been given written notice of the alleged violation and the contractor has failed to comply with the wage determination of the Department of Highways.

13. Contractors and subcontractors shall comply with the sections of Kentucky Revised Statutes, Chapter 337 relating to contracts for Public Works.

Revised 2-16-95

## 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 Equal Employment Opportunity Act of 1978**

The requirements of the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) shall not apply to this Contract.

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

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**WORKERS.....MINIMUM HOURLY  
RATE.....\$7.25**

Note: Parts III and IV of “**Labor and Wage Requirements Applicable to Other Than Federal-Aid System Projects**” do not apply to this project.

# EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## FEDERAL MINIMUM WAGE

# \$7.25

 PER HOUR

BEGINNING JULY 24, 2009

### OVERTIME PAY

At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

### CHILD LABOR

An employee must be at least **16** years old to work in most non-farm jobs and at least **18** to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

**No more than**

- **3** hours on a school day or **18** hours in a school week;
- **8** hours on a non-school day or **40** hours in a non-school week.

Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.

### TIP CREDIT

Employers of “tipped employees” must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

### ENFORCEMENT

The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to \$1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to \$11,000 for each employee who is the subject of a violation of the Act's child labor provisions. In addition, a civil money penalty of up to \$50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to \$100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

### ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

For additional information:



# 1-866-4-USWAGE

(1-866-487-9243)

TTY: 1-877-889-5627



# WWW.WAGEHOUR.DOL.GOV

**PART IV**  
**INSURANCE**

## INSURANCE

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

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

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

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

### PROPOSAL BID ITEMS

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Report Date 5/2/13

#### Section: 0001 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0010	02223		GRANULAR EMBANKMENT	2,600.00	CUYD		\$	
0020	02469		CLEAN SINKHOLE	1.00	EACH		\$	
0030	02562		TEMPORARY SIGNS	190.00	SQFT		\$	
0040	02599		FABRIC-GEOTEXTILE TYPE IV	5,655.00	SQYD		\$	
0050	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0060	05985		SEEDING AND PROTECTION	4,600.00	SQYD		\$	

#### Section: 0002 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0070	02569		DEMOBILIZATION	1.00	LS		\$	