



**CALL NO. 306**

**CONTRACT ID. 122428**

**MCCREARY COUNTY**

**FED/STATE PROJECT NUMBER CPTL 074 507H**

**DESCRIPTION MCCREARY COUNTY SALT STORAGE STRUCTURE FOUNDATION**

**WORK TYPE OPERATIONS (MAINTENANCE)**

**PRIMARY COMPLETION DATE 60 CALENDAR DAYS**

**LETTING DATE: July 13, 2012**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME July 13, 2012. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**ROAD PLANS**

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

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

CONTRACT ID - 122428

ADMINISTRATIVE DISTRICT - 08

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - MCCREARY

PCN - MP074507H1201

CPTL 074 507H

MCCREARY COUNTY SALT STORAGE STRUCTURE FOUNDATION MCCREARY COUNTY SALT STORAGE STRUCTURE  
FOUNDATION. MAINTENANCE.

GEOGRAPHIC COORDINATES LATITUDE 36^42'54" LONGITUDE 84^28'16"

COMPLETION DATE(S):

60 CALENDAR DAYS

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.

### **ACCESS TO RECORDS**

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this

contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

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

10/18/2011

**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

**ASPHALT MIXTURE**

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

**Commonwealth of Kentucky  
Transportation Cabinet  
Department of Highways**

**CONSTRUCT BULK SALT STORAGE STRUCTURE**

**Kentucky Department of Highways  
District Eight  
400 State Garage Road  
Whitley City, McCreary County, Kentucky 42653**

**ABBREVIATIONS**

KYTC Specs = Kentucky Transportation Cabinet - Department of Highways Standard Specifications for Road and Bridge Construction, current edition.

PMCS = Pre-Engineered Membrane Covered (Roof) Structure

State Forces = Employees of the Kentucky Department of Highways

KYDOH = Kentucky Department of Highways

**PROJECT DESCRIPTION**

This project is for the construction of a 40'-3" long x 60' wide x 10' high reinforced concrete building for the storage of bulk roadway deicing salt. Shallow, reinforced concrete spread footings will be constructed on an existing asphalt paved pad which has been constructed by State Forces. Walls will be 10' high x 12" thick and will be constructed on the footing and will support a pre-engineered, membrane covered (roof) structure (PMCS). The roof structure is to be furnished and installed by Bulk Storage, Inc., per their Master Agreement upon completion of the footing and walls. See Scope of Work for additional information.

**SPECIFICATIONS**

All foundation and wall construction on this project shall be in accordance with the Kentucky Transportation Cabinet-Department of Highways Standard Specifications for Road and Bridge Construction, current edition (KYTC Specs) unless noted otherwise herein or on the attached plans. The PMCS shall be constructed, by others, in accordance with the plans and specifications contained or referenced in the Master Agreement. All work is to be done in strict conformance with all state and local codes and regulations.

The Department will inspect all work during construction. If any portion of the materials or installation does not meet the required specifications, the contractor shall immediately remove and/or replace the materials at his expense. The contractor shall be responsible for all damages incurred to the building and/or property until Final Completion

**SCOPE OF WORK – (See Attached Construction Plans)**

1. This project consists of constructing a 40'-3" long, 60'-0" wide building with 10' high walls. The footing and walls will be reinforced concrete. All walls will be 12 inches thick.
2. The structure will be built on a pad which has been constructed and compacted by State Forces to an approximate elevation of 100.0'. The pad has been constructed of recycled asphalt pavement and or of earth. The Contractor shall excavate the foundation and perform any minor grading necessary for the placement of forms (See Foundation Typical). The Department will furnish an ample quantity of Dense Graded Aggregate to the Contractor to use to make any minor grade adjustments for the concrete forms. The cost of foundation excavation and any minor grading required shall be considered incidental to other items of work.
3. The Contractor is responsible for all paving inside the structure as well as the asphalt apron at the exterior of the doorway. The contractor shall provide all bituminous paving materials and shall construct all pavements in accordance with KYTC Specifications and as shown on "Typical Paving Section".

KYDOH will provide the Dense Graded Aggregate (DGA) material for the pavement. Contractor shall be responsible for any excavation/grading within the structure to facilitate the DGA Base. This work shall be considered incidental to other items of work.

Except for the paved apron at the doorway, State Forces will backfill and perform final grading on the exterior of the structure to assure positive drainage.

4. A pre-engineered membrane covered (roof) structure (PMCS) will be utilized on this project. This roof structure has been designed specifically for this structure and is to be furnished and installed by Bulk Storage, Inc. per their Master Agreement 785 1100000604 2. The contact person for Bulk Storage is Ted Deery, 28101 South Yates Avenue, Beecher, IL. 60401; (708) 946-9595. Bulk Storage, Inc. will construct the roof structure upon completion of the footing and walls.

The Contractor shall verify all critical dimensions in the plans with Bulk Storage, Inc., prior to placement of concrete, to ensure the PMCS will fit correctly

5. The Contractor shall adhere strictly to the KYTC Specs regarding concrete cure time requirements for footing constructing prior to constructing the walls. Additionally, adequate concrete cure time must be allowed for the walls prior to erecting the PMCS (see KYTC Specs.).
6. The Contractor is responsible for all construction staking including locating the proposed structure from the Control Points and elevating the structure from the established Benchmark, all of which are shown in the plans. It is imperative that the structure be square, plumb and level. Contrary to the KYTC Specs, construction staking by a licensed Land Surveyor is not required on this project.

7. Concrete, Class 'A'-Fiber Reinforced and epoxy coated steel reinforcement is to be used throughout. Monofilament polypropylene fibers, Durafiber or equivalent equal will be added to the concrete at a rate of 1-1/2 pounds per cubic yard (see general notes). Testing of the concrete and steel will be performed by State Forces. The Contractor can arrange for sampling and testing by contacting KYDOH Project Engineer at least three business days prior to placing any concrete.
8. The Contractor for the PMCS roof structure, Bulk Storage, Inc. has asked to be notified at least five days prior to placing concrete in the walls. Bulk Storage, Inc may inspect the wall forms to ensure that they are plumb, level, square and the correct dimensions for the PMCS. The contractor shall contact Ted Deary at (708) 946-9595.
9. Due to the reinforcement steel layout, the use of a concrete tremie may not be possible, therefore requirements for the use of a tremie on this project is hereby waived.  
  
A staging area for the contractor will be designated by KYDOH and will be discussed further at the mandatory pre-bid meeting.
10. The Contractor may use electricity and water on KYDOH property; however, it is the Contractor's responsibility to bring electricity and water from the existing outlets to the work area.
11. The Contractor is guaranteed the same working hours as the KYDOH maintenance facility in which the work is being performed. Additional working hours may be granted at the discretion of the Maintenance Superintendent at the site.
12. The Contractor shall exercise care not to pollute the ground or water and shall clean the area of waste each day. All waste and debris shall be disposed of properly.
13. Waste material from the footing excavation and material removed in order to place DGA for paving operation shall be placed at a location, on site, as designated by Project Engineer for KYDOH.

## **VISIT TO THE SITE**

The Contractor shall visit the site and thoroughly familiarize himself with all existing conditions likely to be encountered in the work area before submitting a bid. A mandatory Pre-Bid meeting with all interested contractors will be held on the site. A Pre-Construction meeting will also be held with the successful bidder.

## **TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The contractor shall commence work under this Contract within ten calendar days following the Owner's written Work Order and shall complete all work and reach Substantial Completion within Sixty (60) calendar days from and including the starting day of the Work Order. Following Substantial Completion, the contractor shall have Fifteen (15) calendar days to complete all remaining work, including the work on the punch list. If, in the Department's judgment the Contractor has not successfully completed all work items described in the Substantial Completion Punch List within the allotted 15 day period, Liquidated Damages, in accordance with KYTC Specifications, will be assessed.

## **LIQUIDATED DAMAGES**

Should the Contractor fail to satisfactorily complete the Work under Contract on or before the date stipulated for completion, the Department will suffer damages by decreased use of the facility and increased administrative costs due to construction schedule over-run. Therefore, the Contractor agrees, as a consideration for awarding of this Contract, to pay the Department the amount specified in the KYTC Specifications, not as a penalty but as liquidated damages for each calendar day that the Contractor is in default after the stipulated time of completion. Due to the extreme difficulty of ascertaining the actual damages sustained by the Department, should the Contractor default, all parties agree that Liquidated Damages will be assessed in accordance with the KYTC Specifications. This sum will apply for each consecutive calendar day that the Owner is deprived of full use of the facility beyond the date specified for Final Inspection. If, following Final Inspection the Contractor fails to complete the punch list in 15 days, Liquidated Damages will be assessed for each calendar day until the work is declared complete. The Department, at its discretion, may retain said amount from monthly pay requests.

**CONTACT INFORMATION**  
**Bulk Salt Storage Structure**  
**Whitley City, McCreary County, Kentucky**

David Rucker, Branch Manager  
Division of Facilities Support  
1219 Wilkinson Blvd.  
Frankfort, KY 40622  
(502) 564-3677  
(502) 545-3396 Cell

Ted Deery  
Bulk Storage, Inc.  
28101 Yates Avenue  
Beecher, IL 60401  
(708) 946-9595

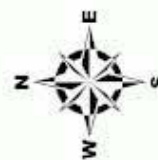
Bruce Neely  
Engineering Branch Manager (PD & P II)  
1600 South US 27  
Somerset, KY 42502  
(606) 677-4017

Mark Foster  
Section Supervisor  
(270) 348-5806

James King  
Highway Superintendent  
KY Dept. of Highways, District 8  
400 State Garage Road  
Whitley City, KY 42653  
(606) 376-2432

Christopher T. Smith  
Advanced Engineering and Surveying, LLC  
319 Tucker Station Road  
Louisville, KY 40243  
(502) 244-3876 Office  
(502) 382-6013 Cell

Michael Williams  
Snow and Ice Coordinator  
200 Mero Street  
Frankfort, KY 40622  
(502) 564-4556



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

The Department will conduct a Pre-Bid Conference of the subject project on **Thursday, July 5, 2012 at 10:00 AM** at;

**Kentucky Department of Highways  
McCreary County Maintenance Facility  
400 State Garage Road  
Whitley City, KY 42653**

Any company that is interested in bidding on the subject project or being part of a joint venture must be represented at the conference by at least **one person of sufficient authority to bind the company**. No individual can represent more than one company. At the conference a roster will be taken of the representatives present. **Only companies represented at the conference will be eligible to have their bids opened at the date of letting.**

The purpose of the conference is to familiarize all prospective bidders with the contract requirements of the contract.

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

**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*.

## **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**

CONTRACT ID: 122428  
COUNTY: MCCREARY  
PROPOSAL: CPTL 074 507H

PAGE: 1  
LETTING: 07/13/12  
CALL NO: 306

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
SECTION 0001 ROADWAY						
0010	00221	CL2 ASPH BASE 0.75D PG64-22	70.000	TON		
0020	00301	CL2 ASPH SURF 0.38D PG64-22	35.000	TON		
0030	02726	STAKING	( 1.00)	LS		
0040	08151	STEEL REINFORCEMENT-EPOXY COATED	20,450.000	LB		
0050	24134EC	CONC CLASS A-FIBER REINFORCED	198.000	CUYD		
SECTION 0002 DEMOBILIZATION						
0060	02569	DEMOBILIZATION (AT LEAST 1.5%)		LUMP		
		TOTAL BID				