



CALL NO. 311

CONTRACT ID. 082264

BULLITT COUNTY

FED/STATE PROJECT NUMBER FE01 015 1020 001-002

LETTING DATE: June 27, 2008

Sealed Bids will be received in the Division of Construction Procurement and/or the Auditorium located on the 1st floor of the Transportation Cabinet Office Building until 10:00 AM EASTERN DAYLIGHT TIME June 27, 2008. Bids will be publicly opened and read at 10:00 AM EASTERN DAYLIGHT TIME.

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

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

BID BONDS WHEN SUBMITTED WILL BE RETAINED WITH THE PROPOSAL

DBE General Plan Included

BID

PROPOSAL ISSUED TO: _____

SPECIMEN

Address

City

State

Zip

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PART I
SCOPE OF WORK

CONTRACT ID - 082264

ADMINISTRATIVE DISTRICT - 05

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - BULLITT

PCN - MP01510200801

FE01 015 1020 001-002

HUBER STATION ROAD (KY 1020) FROM 0.137 MILES SOUTH OF KY 2673 (MP 1.074) EXTENDING
NORTHERLY TO EAST BLUE LICK ROAD (MP 1.783, A DISTANCE OF 0.71 MILES. ASPHALT SURFACE
WITH GRADE & DRAIN.

GEOGRAPHIC COORDINATES LATITUDE 38^02'13" LONGITUDE 85^42'34"

AVERAGE DAILY TRAFFIC - 2500

AVERAGE MAINLINE WIDTH - 22.0 FEET

COMPLETION DATE(S):

COMPLETION DATE - November 15, 2008

APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

All addenda to this proposal must be incorporated into the proposal when the bid is submitted to the Kentucky Department of Highways. Failure to use the correct and most recent bid sheet(s) may result in the bid being rejected.

BID SUBMITTAL

Bidder must use the Department's Highway Bid Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. (www.transportation.ky.gov/contract)

The Bidder must download the bid items created from the web site to prepare a bid proposal for submission to the Department. The bidder must insert the completed bid item sheets printed from the Program into the bidder's proposal and submit with the disk created by said program.

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

SURFACING AREAS

Mainline surfacing width is estimated to be 22 feet.

Total mainline area to be surfaced is estimated to be 9,152 square yards.

Shoulder width is estimated to be 2 feet on each side.

Total shoulder area to be surfaced is estimated to be 1,664 square yards.

ASPHALT MIXTURE

The rate of application for all asphalt mixtures shall be estimated at 110 lbs/sy per inch of depth, unless otherwise noted.

DGA BASE

The rate of application for DGA Base shall be estimated at 115 lbs/sy per inch of depth.

INCIDENTAL SURFACING

The quantities established in the proposal include estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, and road and street approaches. These items are to be paved to the limits as shown on Standard Drawing RPM 110 or to the limits as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, the paving of the crossroads shall be to the right of way limit or back of the signal detector, whichever is the farthest back of the mainline. These areas are to be surfaced or resurfaced as directed by the Engineer and no direct payment will be allowed for placing and compacting.

FUEL AND ASPHALT PAY ADJUSTMENT

These contract items Lot Pay Adjustment, Asphalt Adjustment and Fuel Adjustment, are for possible future payments. Additional monies may need to be setup with an additional change order if existing contract amount is insufficient to pay all items on the contract. Unit price is \$1.00. Quantity will be actual adjustment after work is completed.

OPTION B

The Contractor is advised that the compaction of asphalt mixtures furnished to this project will be accepted by OPTION B in accordance with Section 402 and Section 403 of the current *Standard Specification*.

SPECIAL NOTES FOR SHOULDER FAILURE REPAIR

The Engineer will determine shoulder failure repair locations prior to resurfacing. At the designated locations, saw cut the existing pavement, asphalt surface and base, and PCC pavement (if present). Excavate to an approximate depth of 12 inches below the top of the existing shoulder pavement level. Remove and dispose of all materials. Use all possible care to avoid damaging existing culvert pipes and any existing underground utilities. Repair or restore any damaged items at no additional cost to the Department. Waste all removed materials off the Right of Way at sites obtained by the Contractor.

Wrap the excavated area with Type III Geotextile Fabric. Backfill the excavated area with 12 inches of Class 3 Asphalt Base 1.00D PG64-22, placed in three 4" lifts up to the existing pavement surface. Compact the asphalt base to the proper compaction as required by the Section 403. Perform all shoulder failure repairs in such a manner that removal and replacement are completed on the same day. Do this work as one of the Contractor's first operations. Do not place new asphalt surface over repaired shoulder failures until a minimum of 7 calendar days has elapsed after placement of the asphalt base. Prior to constructing new asphalt surfacing, level and wedge any settlement of the repair areas. Reshape shoulder adjacent to repairs with DGA base.

The bidder must draw his own conclusions as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation if the materials encountered are not in accord with the classification shown.

Payment at the contract unit prices for Trenching, Type III Geotextile Fabric, DGA Base, Class 3 Asphalt Base 1.00 D PG 64-22, and Leveling and Wedging PG 64-22 shall be full compensation for all labor, materials, equipment and incidentals for saw cutting shoulder pavement; removing asphalt, aggregate, and earth material; and backfilling the excavated areas.

SPECIAL NOTES FOR EROSION CONTROL PLAN

I. DESCRIPTION

Except as specified herein, perform all erosion control work in accordance with the Department's 2008 Standard and Supplemental Specifications, applicable Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions. Section references are to the Standard Specifications. This work shall consist of:

(1) Prepare Best Management Practices plan (BMP) tailored to suit the specific construction phasing for the project in accordance with Section 213; (2) Prepare the project site for construction, including the installation of temporary and/or permanent water pollution control measures as required by the BMP prior to beginning any other work on the project; (2) Clearing and grubbing and removal of all obstructions as required for construction; (3) Install and inspect all erosion control devices in accordance with Standard Specifications; (4) Maintain all erosion control devices in accordance with Section 213.03.03; (5) Install additional erosion control devices as required by the BMP or construction phasing, or as directed by the Engineer; (6) Perform temporary seeding of disturbed areas where feasible; (7) Remove and dispose of accumulated silt and debris as required and remove all erosion control devices when no longer needed unless directed otherwise by the Engineer; (8) Restore all disturbed areas as nearly as possible to their original condition; (9) Prepare and permanently seed all disturbed areas; and (10) Any other work as specified by this contract or as directed by the Engineer to prevent erosion.

II. MATERIALS AND DESIGN

Except as specified herein, furnish materials conforming to applicable Sections of the Department's 2008 Standard and Supplemental Specifications, and Standard and Sepia Drawings, current editions. All materials shall be sampled and tested in accordance with the Department's Sampling Manual. Make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these Notes.

Use Seed Mixture No. III meeting the requirements of Section 212.03.03 for all permanent seeding and protection.

III. CONSTRUCTION METHODS

Be advised, these Erosion Control Plan Notes do NOT constitute a BMP plan for the project. Prepare a specific BMP plan for the project jointly with the Engineer in accordance with Section 213 and the supplemental specifications. Each BMP will be unique depending on existing conditions at the project site, the type of work to be performed, the construction phasing, and the techniques utilized by the

Erosion Control Notes

Page 2 of 3

Contractor to complete the work, as approved by the Engineer. The quantity of erosion prevention and sediment control measures required on the project depend entirely on the Contractor's methods for completing the required construction.

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

Provide for erosion control measures to be in place and functioning prior to any disturbance within a drainage area. Size silt control devices to retain a volume of 3,600 cubic feet per acre of disturbed area as a minimum. Compute the volume necessary to control sediment during each phase of construction. Remove sediment from silt traps whenever they become 1/2 full (at the most). As directed by the Engineer, maintain silt fence by removing accumulated trappings and/or replacing the geotextile fabric when it becomes clogged, damaged, or deteriorated. Properly dispose of all materials trapped by erosion control devices at sites approved by the Engineer.

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

After all construction is completed, completely remove all erosion control devices and debris from the construction site, unless otherwise directed by the Engineer. Grade the remaining exposed earth (both on and off the Right-of-Way) as nearly as possible to its original condition, or as directed by the Engineer. Prepare the seedbeds in accordance with Section 212 and sow all disturbed areas with Seed Mixture No. III.

IV. METHOD OF MEASUREMENT

Only the bid items listed in the proposal will be measured for payment. All other items required to complete the work shall be incidental to the listed items.

Erosion Control. Contrary to the Standard Specifications, the Department will measure all work performed for developing, inspecting, maintaining, and removing erosion control items as well as all work performed for preparing, updating, and maintaining a BMP as a lump sum bid item for Erosion Control.

Erosion Control Notes
Page 3 of 3

V. Basis of Payment

Erosion Control. Payment at the contract unit price per lump sum shall be full compensation for all materials, equipment, labor and incidentals necessary to complete the work as specified in these notes and the 2008 Standard and Supplemental Specifications, applicable Special Provisions and Special Notes, and Standard and Sepia Drawings. Item descriptions deemed incidental to this pay item shall include, but are not limited to: Temporary Mulch, Silt Trap Type "A", Clean Silt Trap Type "A", Silt Trap Type "B", Clean Silt Trap Type "B", Silt Trap Type "C", Clean Silt Trap Type "C", Sedimentation Basin, Clean Sedimentation Basin, Temporary Silt Fence, Clean Temporary Silt Fence, Temporary Ditch, Erosion Control Blanket, Temporary Seeding and Protection, Seeding and Protection, Special Seeding Crown Vetch, and Topdressing Fertilizer. The Department will consider payment as full compensation for all work required by this Note. No direct payment will be made other than for the bid item listed here.

erosioncontrol.doc
2/7/2008

SPECIAL PROVISION FOR WASTE AND BORROW SITES

The contractor is advised that it is their responsibility to gain U.S. Army Corp of Engineer's approval before utilizing a waste or borrow site that involves "Waters of the United States". "Waters of the United States" are defined as perennial or intermittent streams, ponds or wetlands. Ephemeral streams are also considered jurisdictional waters, and are typically dry except during rainfall, but have a defined drainage channel. Questions concerning any potential impacts to "Waters..." should be brought to the attention of the appropriate District Office for the Corps of Engineers for a determination, prior to disturbance. Any fees associated with obtaining approval from the U.S. Army Corp of Engineer or other appropriate regulatory agencies for waste and borrow sites is the responsibility of the contractor.

SPECIAL NOTE FOR PAVEMENT WEDGE AND SHOULDER

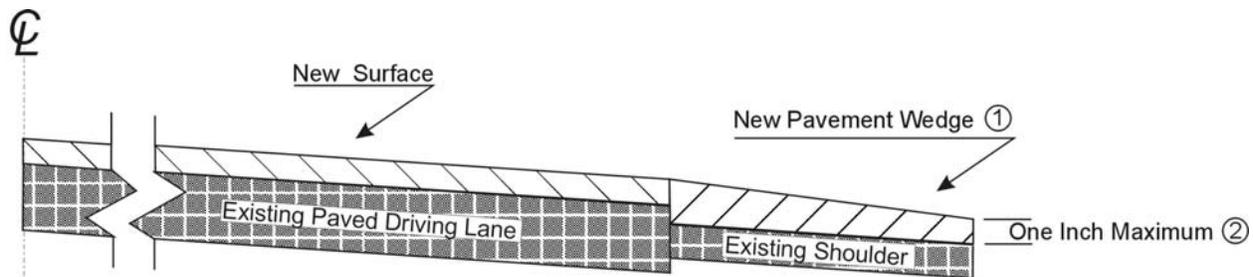
1.0 MATERIALS. Provide an Asphalt Mixture for Pavement Wedge conforming to Section 407 of the Standard Specifications or an Asphalt Surface Mixture conforming to Section 403 of the Standard Specifications, as applicable to the project, for the pavement wedge.

2.0 CONSTRUCTION. Place the Asphalt Mixture for Pavement Wedge or Asphalt Surface Mixture as a separate operation from the driving lane. Prime the existing shoulder with tack material as the Engineer directs before placing the wedge. Construct according to Section 407.03 and 403.03 of the Standard Specifications, as applicable.

When the Engineer deems it appropriate to pave both the driving lane and the adjoining wedge monolithically, equip the paver with a modified screed. Provide a screed that extends the full width of the wedge being placed and is tapered to produce a wedge.

The wedge may vary in thickness at the edge of the driving lanes. Limit the outside edge thickness of the new paving limits on the wedge to one inch where existing site conditions permit. If an Asphalt Surface Mixture is furnished for the pavement wedge, texture according to Section 403.03.08.

The following sketch is primarily for the computation of quantities; however, the wedge will result in a similar cross-section where sufficient width exists. Do not construct a shoulder for placing the wedge unless specified elsewhere in the Contract.



① Slope varies, but is down from the driving lanes except on outside of some curves where superelevation controls.

② Where existing site conditions permit.

3.0 MEASUREMENT. The Department will measure Asphalt Mixture for Pavement Wedge or Asphalt Surface Mixture placed as the pavement wedge according to Section 407.

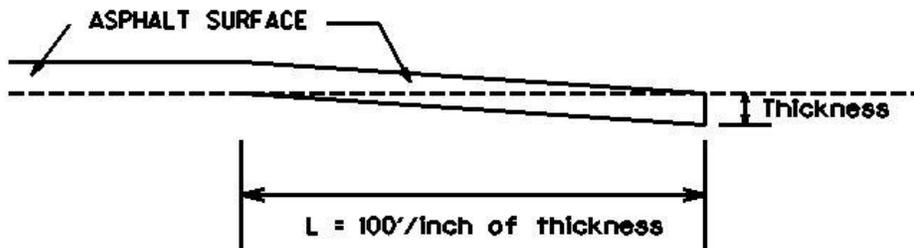
4.0 PAYMENT. The Department will make payment for the completed and accepted quantities of Asphalt Surface Mixtures on pavement wedges according to Section 402 of the Standard Specifications. The Department will make payment for the completed and accepted quantities of Asphalt Mixture for Pavement Wedge according to Section 407 of the Standard Specifications.

December 13, 2006

SPECIAL NOTE FOR EDGE KEY

Construct Edge Keys at the beginning of project, end of project, at railroad crossings, and at ramps, as applicable. Cut out the existing asphalt surface to the required depth and width shown on the drawing. Heel new surface into the existing surface. The Department will pay for this work at the contract unit price per ton for "Asphalt Pavement Milling and Texturing", which shall be full compensation for all labor, materials, equipment, and incidentals for removal and disposal of the existing asphalt surface required to construct the edge key.

EDGE KEY



Thickness = 1 Inches

L = 100 LF

L = Length of Edge Key

1-3315 edgekeypaidbyton
07/21/03

**SPECIAL NOTE FOR
ASPHALT MILLING AND TEXTURING**

Cuttings shall become the property of the Contractor. Begin Paving operations within **two weeks** of commencement of the milling operation. Continue paving operations continuously until completed. If paving operations are not begun within this time period, liquidated damages will be assessed at the rate prescribed by Section 108.09 of the current Standard Specifications until such time as paving operations are begun.

1-3505 milling2weekcontractorgetsmilling
07/21/03

SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS

The dimensions shown on the typical sections for pavement and shoulder widths and thickness' are nominal or typical dimensions. The actual dimensions to be constructed may be varied to fit existing conditions as directed or approved by the Engineer. It is not intended that existing pavement or shoulders be widened unless specified elsewhere in the Proposal.

typical section
05/09/2003

TRAFFIC CONTROL PLAN

TRAFFIC CONTROL GENERAL

Except as provided herein, traffic shall be maintained in accordance with the Current Standard Specifications and the Standard 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, traffic control devices used on this project may be new, or used in like new condition, at the beginning of the work and maintained in like new condition until completion of the work.

PROJECT PHASING & CONSTRUCTION PROCEDURES

At the discretion of the Engineer, days and hours may be specified when lane closures will not be allowed.

The Contractor may maintain alternating one way traffic during construction. The clear lane width shall be 11 feet. If traffic should be stopped due to construction operations, and a school bus on an official run arrives on the scene, the Contractor shall 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.

VARIABLE MESSAGE SIGNS

If deemed necessary by the Engineer, Variable Message Signs will be installed, operated, and maintained by the Department.

Traffic Control Plan

Page 2

BARRICADES

Barricades used in lieu of barrels and cones for channelization or delineation will be incidental to Maintain and Control Traffic according to Section 112.04.01. Barricades used to protect pavement removal areas will be bid as each according to Section 112.04.04.

PAVEMENT EDGE DROP-OFFS

A pavement edge between opposing directions of traffic or lanes that traffic is expected to cross in a lane change situation shall not have an elevation difference greater than 1½". Warning signs (MUTCD W8-11 or W8-9A) shall be placed in advance of and at 1500 feet intervals throughout the drop-off area. Dual posting on both sides of the traveled way shall be required. All transverse transitions between resurfaced and unresurfaced areas which traffic may cross shall be wedged with asphalt mixture for leveling and wedging. The wedges shall be removed prior to placement of the final surface course.

Pavement edges that traffic is not expected to cross, except accidentally, shall be treated as follows:

Less than 2" - No protection required.

2" to 4" - Place plastic drums, vertical panels, or barricades every 50 feet. Cones may be used in place of plastic drums, panels, and barricades during daylight working hours. Wedge with 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.

Shoulder Trenches – Place plastic drums, vertical panels, or barricades every 25 feet. Place Type III barricades in front of open trench facing oncoming traffic in both directions. Backfill trench with Asphalt Base the same day trench is excavated. Wedge with cuttings from trenching with a 1:1 or flatter slope in daylight hours, or 1:3 or flatter slope during nighttime hours, when work is not active in the drop-off area.

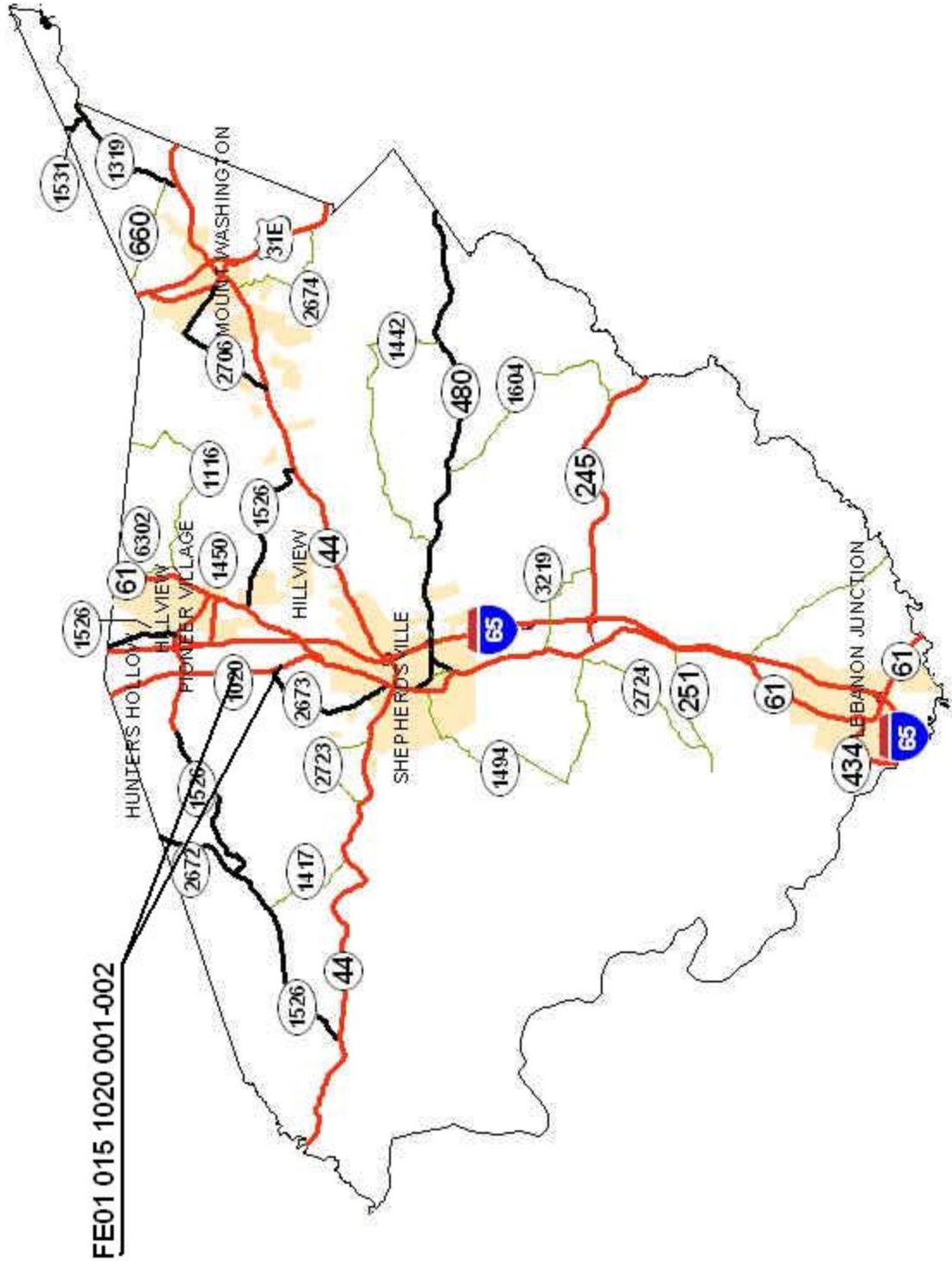
SPECIAL NOTE FOR TRENCHING

The unit bid price per linear foot for Trenching shall be full compensation for the excavation and the disposal of the material. The excavation and disposal of material shall be as directed by the Engineer. Waste all materials removed off the right-of-way at sites obtained by the Contractor, at no additional cost to the Department.

The Department will measure "Trenching" in linear feet at the pavement/shoulder edge. Payment at the contract unit price per linear feet shall be full compensation for all labor, materials, equipment and incidentals for excavating the shoulder trench and disposing of waste.

1-3920 trenchingwastematerialoffrw
09/18/03

DEPARTMENT OF HIGHWAYS
MAP OF
BULLITT COUNTY



Shoulder Failure Locations

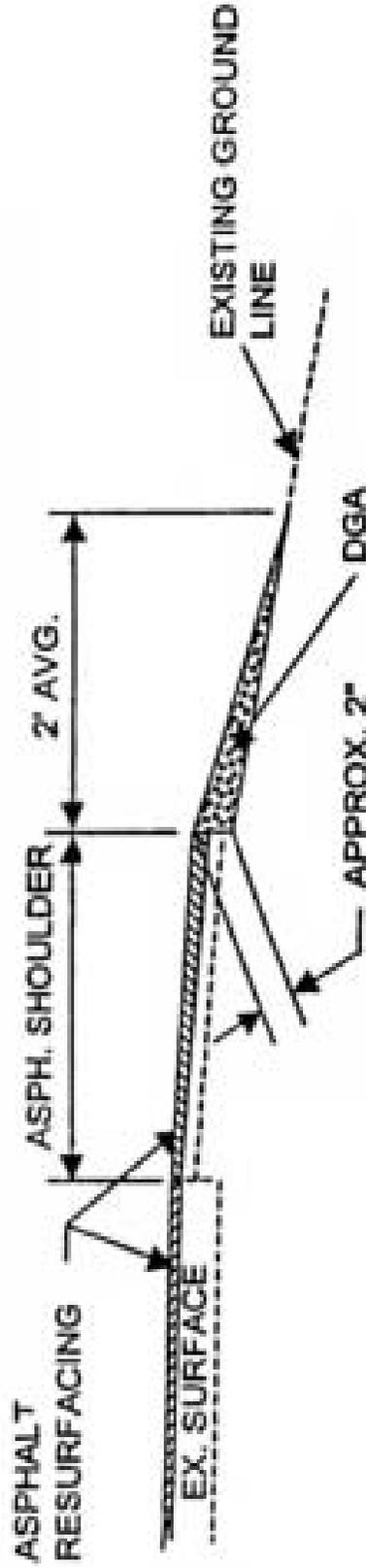
Direction	Start MP	End MP
NB	1.256	1.51
NB	1.681	1.702
NB	1.731	1.767
SB	1.259	1.287
SB	1.32	1.563

DGA Shoulder Locations

NB	1.074	1.126
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STONE WEDGE

To be used at the edge of the resurfaced shoulder



DGA WEDGE
MAX. WIDTH = 2'
AVG. DEPTH = 1"

NOTE: Stone Shoulder Wedge to be used when shoulder dropoff is over 1"
Stone Shoulder Wedge to be used as directed by the engineer on the project

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

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

Special Notes [SN] and Special Provisions [SP] marked with an asterisk * and listed under Part II of the Table of Contents within this proposal can be referenced in the *Standard Specifications for Road and Bridge Construction, Edition of 2008*. Special Notes and Special Provisions not marked with an asterisk will be attached to this proposal.

**Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition**
(Effective with the June 27, 2008 Letting)

SUBSECTION: 102.07.01 General. REVISION: Replace the first sentence with the following: Submit the Bid Proposal on forms furnished on the Department internet website (http://transportation.ky.gov/contract/), including the Bid Packet and disk created from the Expedite Bidding Program.
SUBSECTION: 102.07.02 Computer Bidding. REVISION: Replace the first paragraph with the following: Subsequent to ordering a Bid Proposal for a specific project, use the Department's Expedite Bidding Program on the internet website of the Department of Highways, Division of Construction Procurement (http://transportation.ky.gov/contract/). Download the bid file from the Department's website to prepare a Bid Proposal for submission to the Department. Include the completed Bid Packet produced by the Expedite Bidding Program in the Bid Proposal and submit it along with the disk created by said program. Replace the second paragraph with the following: In case of a dispute, the printed Bid Proposal and bid item sheets created by the Expedite Bidding Program take precedence over any bid submittal.
SUBSECTION: 102.08 Irregular Bid Proposals. REVISION: Replace point four of the first paragraph with the following: 4) fails to submit a disk created from the Expedite Bidding Program. Replace point one of the second paragraph with the following: 1) when the Bid Proposal is on a form other than that furnished by the Department or printed from other than the Expedite Bidding Program, or when the form is altered or any part is detached; or
SUBSECTION: 103.02 Award of Contract. REVISION: Replace the first sentence of the third paragraph with the following: The Department will normally award the Contract within 10 working days after the date of receiving Bid Proposals unless the Department deems it best to hold the Bid Proposals of any or all bidders for a period not to exceed 60 calendar days for final disposition of award.
SUBSECTION: 112.03.12 Project Traffic Coordinator (PTC). REVISION: Add the following at the end of the subsection: After October 1, 2008 the Department will require the PTC to have successfully completed the applicable qualification courses. Personnel that have not successfully completed the applicable courses by that date will not be considered qualified. Prior to October 1, 2008, conform to Subsection 108.06 A) and ensure the designated PTC has sufficient skill and experience to properly perform the task.
SUBSECTION: 213.03.05 Temporary Control Measures. PART: F) Temporary Mulch. REVISION: Replace the last sentence with the following: Place temporary mulch to an approximate 2-inch loose depth (2 tons per acre) and anchor it into the soil by mechanically crimping it into the soil surface or applying tackifier to provide a protective cover. Regardless of the anchoring method used, ensure the protective cover holds until disturbance is required or permanent controls are in installed.
SUBSECTION: 410.05 PAYMENT. REVISION: Replace the last sentence of the first paragraph with the following: The Department will not apply positive ride adjustments to 0.1-lane-mile sections when their associated subplot's density pay value is less than 0.95.

**Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition**

(Effective with the June 27, 2008 Letting)

SUBSECTION:	509.01 DESCRIPTION.		
REVISION:	Replace the second paragraph with the following: The Department may allow the use of similar units that conform to the National Cooperative Highway Research Program (NCHRP) 350 Test Level 3 (TL-3) requirements and the typical features depicted by the Standard Drawings. Obtain the Engineers approval prior to use. Ensure the barrier wall shape, length, material, drain slot dimensions and locations typical features are met and the reported maximum deflection is 3 feet or less from the NCHRP 350 TL-3 for Test 3 – 11 (pickup truck impacting at 60 mph at a 25-degree angle.)		
SUBSECTION:	606.02.11 Coarse Aggregate.		
REVISION:	Replace with the following: Conform to Section 805, size No. 8 or 9-M.		
SUBSECTION:	805.04 Concrete.		
REVISION:	Replace the “AASHTO T 160” reference in first sentence of the third paragraph with “KM 64-629”		
SECTION:	805 COARSE AGGREGATES.		
TABLE:	AGGREGATE SIZE USE		
PART:	Cement Concrete Structures and Incidental Construction		
REVISION:	Replace “9-M for Waterproofing Overlays” with “8 or 9-M for Waterproofing Overlays”		
SUBSECTION:	805.16 Sampling and Testing		
REVISION:	Replace the “AASHTO T 160” reference with “KM 64-629” for the Concrete Beam Expansion Test.		
SUBSECTION:	810.04.01 Coating Requirements.		
REVISION:	Replace the “Subsection 806.07” references with “Subsection 806.06”		
SUBSECTION:	837.03.01 Composition.		
REVISION:	COMPOSITION Table: Replace		
	Lead Chromate	0.0 max.	4.0 min.
	with		
	Heavy Metals Content	Comply with 40 CFR 261	

Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2008 Edition (Effective with the June 27, 2008 Letting)

Replace the "SIZES OF COARSE AGGREGATES" table in Section 805 with the following:

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

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

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

⁽³⁾ Nominal Maximum Size is the largest sieve on the gradation table for a stone on which any material may be retained.

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

STANDARD DRAWINGS THAT APPLY

CURVE WIDENING AND SUPERELEVATION TRANSITIONS..... RGS-001-06
SUPERELEVATION FOR MULTILANE PAVEMENTS RGS-002-05
MISCELLANEOUS STANDARDS PART 1 RGX-001-05
APPROACHES, ENTRANCES, AND MAIL BOX TURNOUT..... RPM-110-05
LANE CLOSURE TWO-LANE HIGHWAY CASE I TTC-100-01
LANE CLOSURE TWO-LANE HIGHWAY CASE II TTC-105-01
SHOULDER CLOSURE TTC-135-01
POST SPLICING DETAIL TTD-110-01
PAVEMENT CONDITION WARNING SIGNS..... TTD-125
MOBILE OPERATION FOR PAINT STRIPING CASE I TTS-100-01
MOBILE OPERATION FOR PAINT STRIPING CASE II TTS-105-01

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**

**WORKERS.....MINIMUM HOURLY
RATE.....\$5.85**

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

PART IV
INSURANCE

INSURANCE

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

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

PART V

STATEMENT OF INCOMPLETE WORK

STATEMENT OF INCOMPLETE WORK

Contracts executed through the Division of Construction Procurement do not need to be reported.

All other active prime contracts must be reported. This includes prime contracts with KYTC Division of Purchases and any other public and private owners. If involved in any joint-ventures, the names of all joint ventures must be shown when reporting these contracts.

The Statement of Incomplete Work is listed below.
 attached to this report.
 N/A – no active prime contracts to report.

CONTRACT WITH	PROJECT IDENTIFICATION	PRIME CONTRACT AMOUNT	EARNINGS THROUGH LAST APPROVED ESTIMATE	TOTAL AMOUNT OF WORK REMAINING
TOTAL				

PART VI

BID ITEMS

CONTRACT ID: 082264
COUNTY: BULLITT
PROPOSAL: FE01 015 1020 001-002

PAGE: 1
LETTING: 06/27/08
CALL NO: 311

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
SECTION 0001 ROADWAY						
0010	00001	DGA BASE	200.000	TON		
0020	00190	LEVELING & WEDGING PG64-22	70.000	TON		
0030	00214	CL3 ASPH BASE 1.00D PG64-22	740.000	TON		
0040	00301	CL2 ASPH SURF 0.38D PG64-22	620.000	TON		
0050	02014	BARRICADE-TYPE III	2.000	EACH		
0060	02562	SIGNS	250.000	SQFT		
0070	02598	FABRIC-GEOTEXTILE TYPE III	1,865.000	SQYD		
0080	02650	MAINTAIN & CONTROL TRAFFIC	(1.00)	LS		
0090	02676	MOBILIZATION FOR MILL & TEXT	(1.00)	LS		
0100	02677	ASPHALT PAVE MILLING & TEXTURING	30.000	TON		
0110	06427	TRENCHING	3,350.000	LF		
0120	06510	PAVE STRIPING-TEMP PAINT-4 IN	2,300.000	LF		
0130	06514	PAVE STRIPING-PERM PAINT-4 IN	15,000.000	LF		
0140	06562	PAVE MARKING-THERMO R 6 FT	4.000	EACH		
0150	06563	PAVE MARKING-R/R XBUCKS 16 IN	86.000	LF		
0160	06567	PAVE MARKING-THERMO STOP BAR-12IN	72.000	LF		
0170	10000NS	LOT PAY ADJUSTMENT	1,430.000	DOLL	1.00	1,430.00
0180	21415ND	EROSION CONTROL	(1.00)	LS		
SECTION 0002 DEMOBLIZATION						
0190	02569	DEMOBILIZATION		LUMP		
TOTAL BID						

PART VII
CERTIFICATIONS

PROVISIONS RELATIVE TO SENATE BILL 258 (1994)

During the performance of the contract, the contractor agrees to comply with applicable provisions of:

1. KRS 136 Corporation and Utility Taxes
2. KRS 139 Sale and Use Taxes
3. KRS 141 Income Taxes
4. KRS 337 Wages and Hours
5. KRS 338 Occupational Safety and Health of Employees
6. KRS 341 Unemployment Compensation
7. KRS 342 Workers Compensation

Any final determinations of a violation by the contractor within the previous five (5) years pursuant to the applicable statutes above are revealed as follows:

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY _____

PROJECT NO. _____

I, _____, _____, under
(Name of officer signing certification) (Title)

penalty of perjury under the laws of the United States, do hereby certify that

(Insert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

(Signature)

(Title)

REVISED: 8-23-89

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY _____

PROJECT NO. _____

I, _____, _____, under
(Name of officer signing certification) (Title)

penalty of perjury under the laws of the United States, do hereby certify that

(Insert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

(Signature)

(Title)

REVISED: 8-23-89

CERTIFICATION OF BID PROPOSAL

We (I) propose to furnish all labor, equipment and materials necessary to construct and/or improve the subject project in accordance with the plans, the Transportation Cabinet's Standard Specifications for Road and Bridge Construction, current edition, special provisions, notes applicable to the project as indicated herein and all addenda issued on this project subsequent to purchase of proposal.

We (I) attach a bid proposal guaranty as provided in the special provisions in an amount not less than 5% of the total bid. We agree to execute a contract in accordance with this bid proposal within 15 calendar days after the receipt of the notice of award for the project.

We (I) have examined the site of proposed work, project plans, specifications, special provisions, and notes applicable to the project referred to herein. We understand that the quantities shown herein are estimated quantities subject to increase or decrease as provided in the specifications.

We (I) acknowledge receipt of all addendum(s) (if applicable) and have made the necessary revisions to the bid proposal. We have considered all addendum(s) in the calculation of the submitted bid and applied the updated bid items, which are included.

- No Addendum(s) have been posted

Name of Contracting Firm

BY: _____
Authorized Agent (Signature) Title

Address City State Zip Code

Telephone Number

When two or more organizations bid as a joint venture, enter names of each organization and an authorized agent for each organization must sign above.