



**CALL NO. 100**

**CONTRACT ID. 082281**

**METCALFE COUNTY**

**FED/STATE PROJECT NUMBER HSIP 3000 (744)**

**LETTING DATE: August 29, 2008**

Sealed Bids will be received in the Division of Construction Procurement and/or the Auditorium located on the 1<sup>st</sup> floor of the Transportation Cabinet Office Building until 10:00 AM EASTERN DAYLIGHT TIME August 29, 2008. Bids will be publicly opened and read at 10:00 AM EASTERN DAYLIGHT TIME.

**DBE CERTIFICATION REQUIRED**

**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 - 082281

ADMINISTRATIVE DISTRICT - 03

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - METCALFE

PCN - MP08504960801

HSIP 3000 (744)

SUBTLE ROAD (KY 496) FROM 300 FEET SOUTH OF EXISTING BOX CULVERT, EXTENDING (MP 1.212)  
NORTHERLY TO 600 FEET NORTH OF THE BEGINNING OF THE PROJECT (MP 1.332, A DISTANCE OF 0.  
12 MILES. CULVERT REPLACEMENT. SYP NO. 03-00901.00.

GEOGRAPHIC COORDINATES LATITUDE 36^53'00" LONGITUDE 85^31'04"

AVERAGE DAILY TRAFFIC - 180

AVERAGE MAINLINE WIDTH - 18.0 FEET

COMPLETION DATE(S):

COMPLETION DATE - November 30, 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](http://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.

### **CONTRACT DBE GOAL**

The Disadvantaged Business Enterprise (DBE) goal established for this contract is 0 % of the total value of the contract.

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

### **FEDERAL CONTRACT NOTES**

The Kentucky Department of Highways, in accordance with the Regulations of the United States Department of Transportation 23 CFR 65.112 (h), hereby notifies all bidders that failure by a bidder to comply with all applicable sections of the current Kentucky Standard Specifications, including, but not limited to the following, may result in a bid not being considered responsive and thus not eligible to be considered for award:

102.02 Current Capacity Rating  
102.08 Irregular Proposals  
102.09 Proposal Guaranty

102.10 Delivery of Proposals  
102.14 Disqualification of Bidders

### **CIVIL RIGHTS ACT OF 1964**

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

### **NOTICE TO ALL BIDDERS**

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

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

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

### **FHWA 1273**

The requirements of Paragraph VI of FHWA 1273 does not apply to projects with a total cost of less than \$1,000,000.00.

### **SECOND TIER SUBCONTRACTS**

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

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **OBLIGATION OF CONTRACTORS**

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

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

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



### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

All bidders are encouraged to submit their General DBE Participation Plan with their bid on the official form. Lowest responsive bidders whose bid packages include DBE Participation Plans may be awarded the contract at the next Awards Committee meeting provided that the DBE goal is met. The DBE Participation Plan shall include the following:

1. Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
2. Description of the work each is to perform including the work item , unit, quantity, unit price and total amount of the work to be performed by the individual DBE;
3. The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows:
  - a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
    - The entire expenditure paid to a DBE manufacturer;
    - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
    - the amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and

- supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
  - c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
4. Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
  5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

The apparent low bidder who does not submit a General DBE Participation Plan with the bid shall submit it within 10 calendar days after receipt of notification that they are the apparent low bidder. The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Participation Plan.

Detailed DBE Participation Plan forms will be included in the Contractor Package presented to successful bidders following the awarding of the project. The Detailed DBE Participation Plan must be completed and returned to Contract Procurement in accordance with Cabinet policy. A copy of the blank estimate will be included with the Detailed DBE Participation Plan to list sequence items by PCN (Project Control Number).

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

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

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

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited. Documentation of DBE quotations shall be a part of the good faith effort

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

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

1. Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
2. Whether the bidder provided solicitations through all reasonable and available means;
3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
4. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
5. Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
6. Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
7. Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
8. Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
9. Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
10. Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and

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

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

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

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

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

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

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

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

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

Prime contractors will incorporate a requirement into DBE subcontracts, including supply contracts, that DBEs must provide to the Division of Construction, a copy of all checks received from the prime contractor within seven days of receipt of payment for work performed on Cabinet projects. Checks to DBE subcontractors must include the PCN number, estimate number, and the sequence and quantity.

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

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

## 3/25/2002

|                  |                  |
|------------------|------------------|
| Prime Contractor | DBE Company Name |
|                  | Address          |
|                  | City, State, Zip |
|                  | Federal Tax ID   |

| Type of DBE Work: (all applicable) | Supplier | Subcontractor | Manufacturer | Engineering | Other |
|------------------------------------|----------|---------------|--------------|-------------|-------|
|                                    |          |               |              |             |       |

**Itemized worked to be performed by DBE Company:**

| Supplier<br>60% Y/N   | Item<br>Number | Description of Participation | Unit of<br>Measure | Quantity to be Performed<br>by DBE | DBE Unit Price ** | Dollar Amount<br>(based on DBE |
|---|----------------|------------------------------|--------------------|------------------------------------|-------------------|--------------------------------|
|   |                |                              |                    |                                    |                   |                                |
|   |                |                              |                    |                                    |                   |                                |
|   |                |                              |                    |                                    |                   |                                |
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|   |                |                              |                    |                                    |                   |                                |
|   |                |                              |                    |                                    |                   |                                |
| <b>**Note:</b> 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment |                |                              |                    | Total This DBE                     |                   |                                |
|   |                |                              |                    | Total Bid                          |                   |                                |
|   |                |                              |                    | % Credited toward Goal, this DBE   |                   |                                |

Prime Contractor's Signature: \_\_\_\_\_

DBE Participant Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**\*This form must be completed for each DBE participant**

**DGA BASE**

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

## **SPECIAL NOTES FOR CULVERT EXTENSION HSIP 3000 (744)**

### **I. DESCRIPTION**

Except as specified in these notes, perform all work according to the Department's 2008 Standard Specifications, applicable Special Provisions and Special Notes, Standard and Sepia Drawings, and the drawings elsewhere in this proposal. Article references are to the Standard Specifications. Furnish all materials, labor, and equipment for the following work:

(1) Maintain and Control traffic; (2) Remove existing concrete masonry as specified on the drawings and/or specified by the Engineer; (3) Construct Box Culvert and Install Pipe as specified on the drawings and/or specified by the Engineer; (4) Place Embankment and Ditch; (5) Construct Channel Lining; and (6) all other work required by the Specifications, Standard Drawings, Special Notes and the drawings in the proposal.

### **II. MATERIALS**

The Department will sample and test all materials according to Department's Sampling Manual and the Contractor shall have 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.

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. Concrete.** Furnish Class "A" Concrete.

**C. Steel Reinforcement.** Furnish Epoxy Coated Steel Reinforcement.

**D. Slope Protection.** Furnish Channel Lining Class II.

**E. Erosion Control.** See Special Notes for Erosion Control.

### **III. CONSTRUCTION METHODS**

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. Site Preparation.** Be responsible for all site preparation. This item shall include, but is not limited to removal of concrete masonry, obstructions, or any other items; and



disposal of materials. Silt Traps and Temporary Silt Fence shall be placed as directed by the Engineer. All site preparation shall be only as approved or directed by the Engineer. See special notes for erosion control plan.

**C. Removing Concrete Masonry and Excavation.** Remove existing concrete masonry from locations shown on the Plans or as specified by the Engineer. Be responsible for all excavation, for removal of concrete masonry, and for installation of the culvert extension as shown on the plans or directed by the Engineer. All excavation shall be as directed by the Engineer without disturbing existing underground utilities.

**D. Box Culvert Extension.** Construct box culvert extension at locations shown on the attached plans or as directed by the Engineer. Use Concrete, Class A and Epoxy Coated Steel Reinforcement for the extension. Positive drainage is required upon completion of the project and is the responsibility of the Contractor. Place the temporary fence in the construction area in the place of a single strand electric fence. The temporary fence will remain after the completion of the project. Use the DGA and 18 inch entrance pipe to reconstruct an entrance on the southeast corner of the project as directed by the Engineer.

**E. Box Culvert Extension Backfill.** Backfill of the box culvert extension will be performed by the Contractor per applicable Sections of the Standard Specifications.

**F. Channel Lining.** Construct Channel Lining class II at the inlet and outlet of the box culvert or as directed by the project Engineer.

**G. Clean and Re-establish the Existing Shoulders and Ditches.** Grade and restore the shoulders and ditches in the project limits to match the existing adjacent features to be left in place or as directed by the Engineer. Provide positive drainage of slopes and ditches at all times during and upon completion of construction

**H. Final Dressing, Clean Up, and Seeding and Protection.** After all work is completed, completely remove debris from the construction site. Perform Class A Final Dressing on all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas according to the Erosion Control Plan.

**I. Disposal of Waste.** Dispose of all excess materials, waste, and debris off the right-of-way at approved sites obtained by the Contractor at no additional cost to the Department. See Special Note for waste and borrow.

**J. Restoration.** Restore any roadway features disturbed by the work or the Contractor's operations in like kind materials and design as directed by the Engineer.

**K. On-Site Inspection.** Make a thorough inspection of the site prior to submitting bid and become thoroughly familiar with existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid as evidence of this inspection having been made. The Department will not honor any claims resulting from site conditions.

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

**M. Right-of-Way Limits.** The Right-of-Way for this project is at least 60' total, 30' from centerline each direction. Limit work activities to Right-of-Way.

**N. Property Damage.** Be responsible for all damage to public and/or private property resulting from his work.

**O. Waste.** Dispose of all waste at sites off the right-of-way obtained by the Contractor at no additional cost to the Department. See special provision for waste and borrow sites.

**P. Utility Clearance** Utility locations are not shown on plans or in the proposal for this project and have not been located by the Department. Locate all underground, above ground and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. **Notify the Engineer and the utility owner(s) immediately when it is discovered or anticipated that any utility conflict could delay the Contractor's operations.** Do not disturb existing overhead or underground utilities. Be responsible for repairing all utility damage that occurs as a result of the work. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Working days will not be charged for those days on which work on the controlling item is delayed, as provided in the Specifications. If the total delay exceeds ten working days, an extension of the specified completion date will be negotiated with the Contractor for delay to the Contractor's work; however no extension will be granted for any delay caused by the Contractor's failure to notify the Engineer and/or the utility company as specified above when a conflict is discovered or anticipated as specified. Comply with applicable sections of Chapter 107.

**Q. Staking.** Establish proper slope elevations and ratios, shoulder widths, flow lines, existing ditch profile and final ditch profile to insure positive drainage. Be responsible for field layout. Positive drainage is required upon completion of the project and is the responsibility of the Contractor. Staking will not be measured for pay and will be incidental to the bid item for Class A Concrete.

#### **IV. METHOD OF MEASUREMENT**

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

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. Site Preparation.** Other than the bid items listed, site preparation will not be measured for payment, but shall be incidental to other items.

**C. Erosion Control.** See Special Notes for Erosion Control Plan.

#### **V. BASIS OF PAYMENT.**

No direct payment will be made other than for the bid items listed. All other items required to complete the construction shall be incidental to the bid items listed.

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. Remove Concrete Masonry.** Payment at the contract unit price shall be full compensation for all labor, materials, equipment and incidentals for removal and disposal of concrete masonry.

**C. Erosion Control.** See Special Notes for Erosion Control Plan.

## **EROSION CONTROL**

### **I. DESCRIPTION**

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, except as hereafter specified. 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, to include the installation of temporary and/or permanent water pollution control measures as required by the BMP plan prior to beginning any other work on the project; (3) Clearing and grubbing and removal of all obstructions as required for construction; (4) Install and inspect all erosion control devices in accordance with Standard Specifications; (5) Maintain all erosion control devices in accordance with Section 213.03.03; (6) Install additional erosion control devices as required by the BMP plan or construction phasing, or as directed by the Engineer; (7) Remove temporary seeding of disturbed areas where feasible; (8) Remove and dispose of accumulated silt and debris as required and remove all control devices when no longer needed unless directed otherwise by the Engineer; (9) Restore all disturbed areas as nearly as possible to their original condition; (10) prepare and permanently seed all disturbed areas; and (11) Any other work as specified by this contract or as directed by the Engineer to prevent erosion.

### **II. MATERIALS AND DESIGN**

All materials shall conform to applicable Sections of the Department's 2008 Standard and supplemental Specifications, and Standard and Sepia drawings, unless otherwise specified. 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 for all permanent seeding and protection.

### **III. CONSTRUCTION METHODS**

These Erosion Control Plan Notes do NOT constitute a BMP 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 plan 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 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.

The Contractor shall conduct his 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.

Erosion control measures shall be in place and functioning prior to any disturbance within a drainage area. Silt control devices shall be sized to retain a volume of 3,600 cubic feet per acre of disturbed area as a minimum. The Contractor shall compute the volume necessary to control sediment during each phase of construction. The Contractor shall be required to remove sediment from silt traps whenever they become ½ full (at the most). As directed by the Engineer, silt fence shall be maintained 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, erosion control measures will be added or removed as required by the project phasing and the BMP plan. The Contractor shall update the volume calculations and modify the BMP as necessary throughout the duration of the project. Ensure that an updated BMP plan 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 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. I.

#### **IV. METHOD OF MEASUREMENT**

Only the bid item erosion control will be measured for payment. All other items required to complete the work shall be incidental to the listed item.

**Erosion Control.** Contrary to the Standard Specifications, the Department will measure all work performed for preparing, updating, and maintaining a BMP plan shall be incidental to the bid item for erosion control.

## **V. BASIS OF PAYMENT**

**Erosion Control.** Payment at the contract unit price for erosion control shall be full compensation for all materials, equipment, labor and incidentals necessary to complete the work as specified in these notes and the Standard Specifications. Necessary item descriptions may include, but are not limited to; Temporary Mulch, Silt Trap Type "A", "B", "C", Clean Silt Trapp "A", "B", "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 erosion control bid item.

### **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.

## **TRAFFIC CONTROL PLAN**

---

### **TRAFFIC CONTROL GENERAL**

Except as provided herein, traffic shall be maintained in accordance with the current editions of the Standard Specifications and Standard Drawings. 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 if the surface width is 16 feet or greater. The clear lane width shall be a minimum of 8 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**

Lane closures shall not be left in place during non-working hours.

### **PAVEMENT EDGE DROP-OFFS**

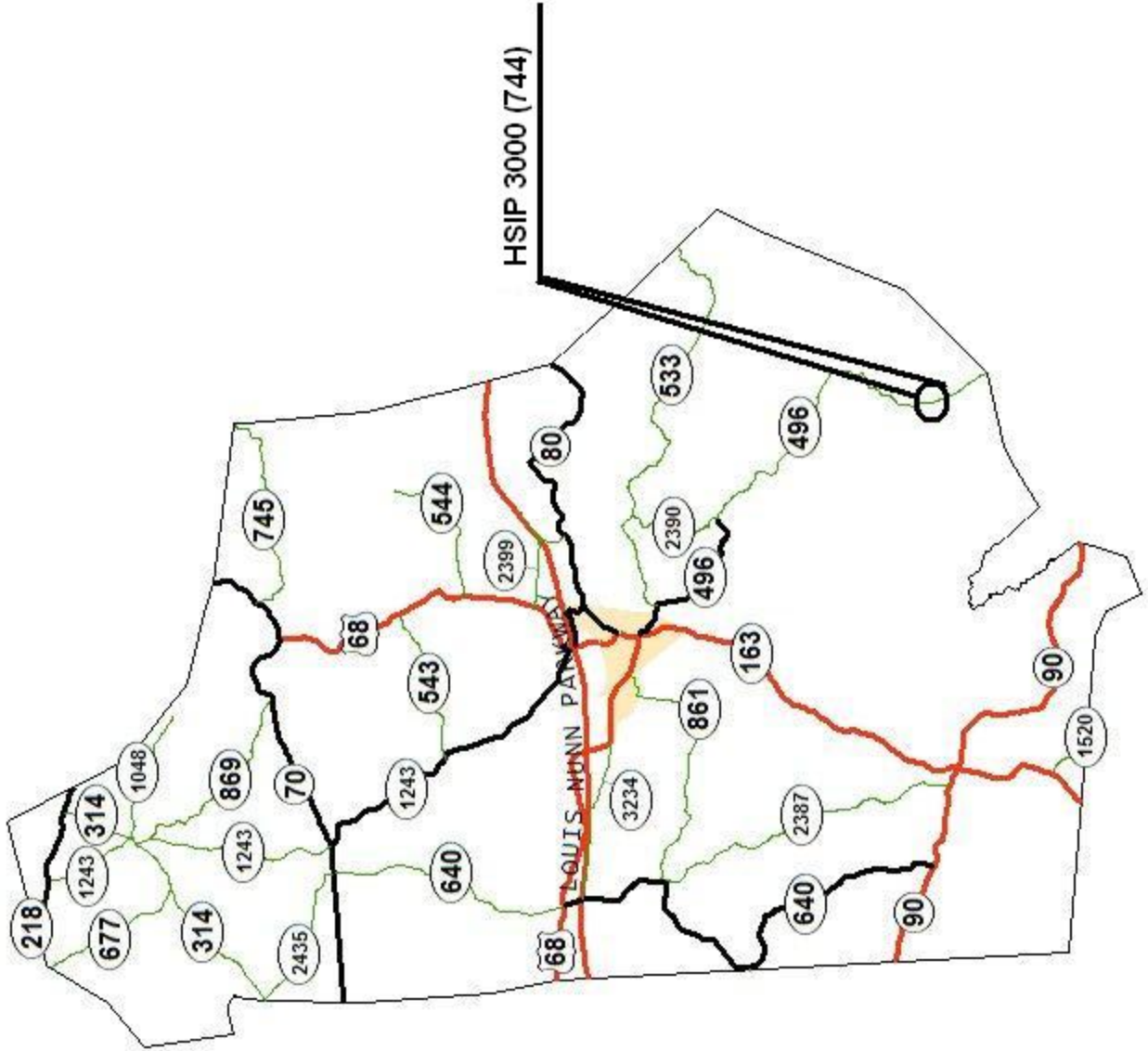
A pavement edge between opposing directions of traffic or lanes that traffic is expected to cross in a lane change situation shall not have an elevation difference greater than 1½". Warning signs (MUTCD W8-11 or W8-9A) shall be placed in advance of and at 1500 feet intervals throughout the drop-off area. 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.



DEPARTMENT OF HIGHWAYS  
MAP OF  
METCALFE COUNTY



## HSIP 3000 (744) Quantities Sheet

### Concrete Removal :

#### Both Sides

| Head Wall         |                    |             |      |
|-------------------|--------------------|-------------|------|
| Length (ft)       | Width (ft)         | Depth (ft)  |      |
| 17.16666667       | 2.416666667        | 1           |      |
| Total =           |                    | 3.07 Cu Yd  |      |
| Wing Wall         |                    |             |      |
| Tall Length (ft)  | Bottom Length (ft) | Width (ft)  |      |
| 9.25              | 9                  | 0.8333333   |      |
| Subtract Taper    |                    |             |      |
| Length            | Height             | Leg         | Leg  |
| 8.00              | 0.67               | 3.75        | 8.00 |
| Thickness         |                    | Thickness   |      |
| 0.83              |                    | 0.83        |      |
| Total =           |                    | 7.77 Cu Yd  |      |
| Wing Wall Footing |                    |             |      |
| Height            | Length             | Thickness   |      |
| 1                 | 10.00              | 2.8333333   |      |
| Total =           |                    | 4.20        |      |
| Removal Total =   |                    | 15.04 Cu Yd |      |

### Concrete Placed:

#### Both Sides

|                         |        |                           |            |
|-------------------------|--------|---------------------------|------------|
| <b>Head Wall</b>        |        |                           |            |
| Total =                 |        | 3.07 Cu Yd                |            |
| <b>Wing Wall</b>        |        |                           |            |
| Total =                 |        | 7.77 Cu Yd                |            |
| Wing Wall Footing       |        | *Assuming same as removed |            |
| Total =                 |        | 4.20 Cu Yd                |            |
| <b>Barrel Extension</b> |        |                           |            |
| Top                     | Length | Thickness                 |            |
| 19.16666667             | 10     | 1                         |            |
| Wall                    | Length | Thickness                 | # of walls |
| 6.166666667             | 10     | 1                         | 3          |
| <b>Footing</b>          |        |                           |            |
| Bottom                  | Length | Thickness                 |            |
| 21.16666667             | 10     | 1                         |            |
| Total =                 |        | 43.58 Cu Yd               |            |
| Placed Total =          |        | 58.62 Cu Yd               |            |

## Steel:

|                             |  |          |             |        |                   |          |            |
|-----------------------------|--|----------|-------------|--------|-------------------|----------|------------|
| <b>Headwall</b>             |  | # 4 Bars | 12" Centers | 2 mats | Longitudinal Bars |          | Transverse |
| Total Length of Bars (ft) = |  |          | 423.76      |        | 3 @               |          | 18 @       |
| Weight per foot =           |  |          | 0.668       |        | 16.833' @         |          | 3.080' @   |
| Total =                     |  |          | 283.07 lbs  |        | 2 Mats            |          | 2 Mats     |
|                             |  |          |             |        | 101.000'          |          | 110.880'   |
|                             |  |          |             |        | Totals            | 211.880' |            |

|                             |  |          |             |                   |           |  |
|-----------------------------|--|----------|-------------|-------------------|-----------|--|
| <b>Barrel</b>               |  | # 5 Bars | 12" Centers | Longitudinal Bars |           |  |
| Total Length of Bars (ft) = |  |          | 3393.33     | 4 @               | 78 @      |  |
| Weight per foot =           |  |          | 1.043       | 20.833' @         | 10.000' @ |  |
| Total =                     |  |          | 3539.25 lbs | 11 Runs           | 1 Runs    |  |
|                             |  |          |             | 916.667'          | 780.000'  |  |

|                             |          |             |            |           |              |
|-----------------------------|----------|-------------|------------|-----------|--------------|
|                             | # 4 Bars | 12" Centers | Transverse |           | Longitudinal |
| Total Length of Bars (ft) = |          | 1754.00     | 6 @        | 12 @      |              |
| Weight per foot =           |          | 0.668       | 7.833' @   | 10.000' @ |              |
| Total =                     |          | 1171.67 lbs | 11 Runs    | 3 Runs    |              |
|                             |          |             | 517.000'   | 360.000'  |              |

|                             |  |          |             |        |                   |          |            |
|-----------------------------|--|----------|-------------|--------|-------------------|----------|------------|
| <b>Wing Wall</b>            |  | # 4 Bars | 12" Centers | 2 Mats | Longitudinal Bars |          | Transverse |
| Total Length of Bars (ft) = |  |          | 1296.00     |        | 8 @               |          | 10 @       |
| Weight per foot =           |  |          | 0.668       |        | 9.000' @          |          | 9.000' @   |
| Total =                     |  |          | 865.73 lbs  |        | 2 Mats            |          | 2 Mats     |
|                             |  |          |             |        | 144.000'          |          | 180.000'   |
|                             |  |          |             |        | Totals            | 324.000' |            |

|                             |  |          |             |        |                   |         |            |
|-----------------------------|--|----------|-------------|--------|-------------------|---------|------------|
| <b>Footing</b>              |  | # 4 Bars | 12" Centers | 2 runs | Longitudinal Bars |         | Transverse |
| Total Length of Bars (ft) = |  |          | 320.00      |        | 2 @               |         | 10 @       |
| Weight per foot =           |  |          | 0.668       |        | 10.000' @         |         | 2.000' @   |
| Total =                     |  |          | 213.76 lbs  |        | 2 Runs            |         | 2 Mats     |
|                             |  |          |             |        | 40.000'           |         | 40.000'    |
|                             |  |          |             |        | Totals            | 80.000' |            |

Total Steel = 4901.81 lbs

### Aggregates:

| Class II Channel Lining |            |             |
|-------------------------|------------|-------------|
| Length (ft)             | Width (ft) | Depth (Ft)  |
| 300                     | 10         | 1.25        |
| Total =                 |            | 208.33 Tons |

### Structural Excavation:

#### Both Sides

| Unclassified |            | Barrel      |               |  |
|--------------|------------|-------------|---------------|--|
| Length (ft)  | Width (ft) | Depth (ft)  | # of Footings |  |
| 21.66667     | 10         | 1           | 2             |  |
| Total =      |            | 18.00 Cu Yd |               |  |
| Length (ft)  | Width (ft) | Depth (ft)  | # of Footings |  |
| 1            | 10.00      | 2.833333    | 4             |  |
|              |            | 8.00 Cu Yd  |               |  |

Total Excavation = 26.00 Cu Yd

### Embankment In Place:

#### All 4 corners

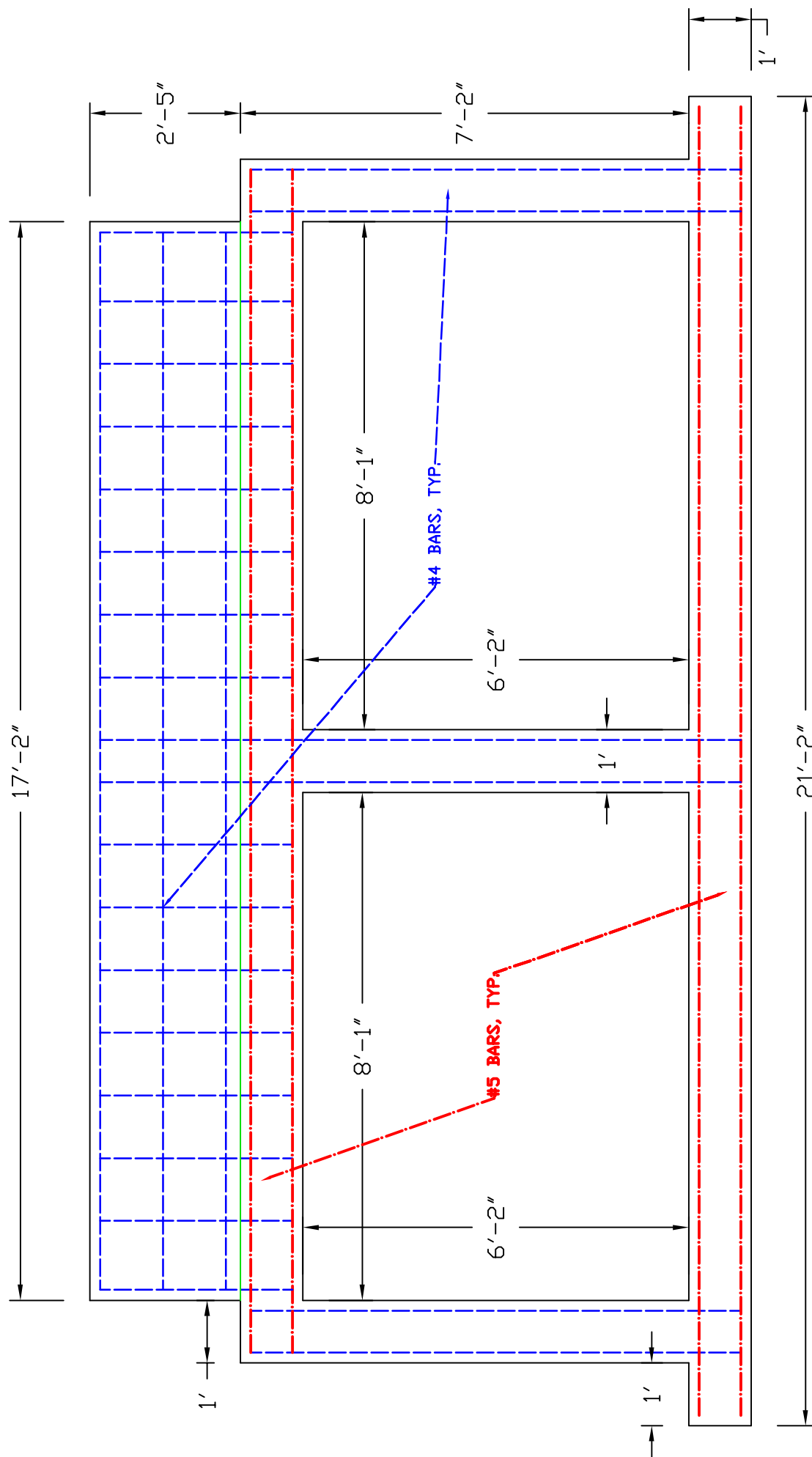
| Length (ft) | Width (ft) | Depth (ft)    | # of Footings |
|-------------|------------|---------------|---------------|
| 200         | 5          | 8             | 4             |
| Total =     |            | 1188.00 Cu Yd |               |

\* The width will start at 10 ft and go to 0 ft on a 10:1 taper.

Total Embankment In Place = 1188.00 Cu Yd

## TYPICAL SECTION

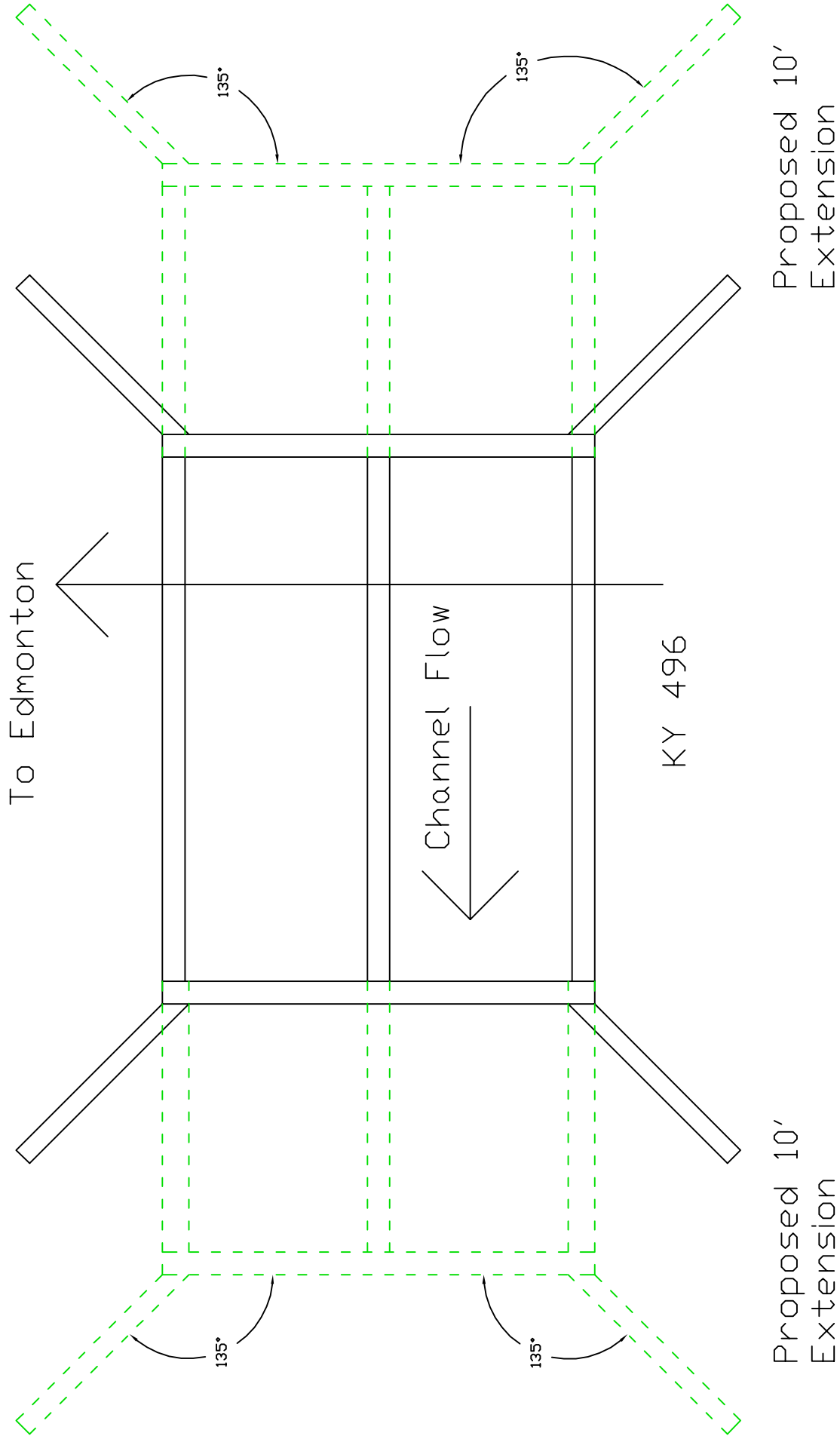
METCALFE COUNTY  
BOX CULVERT EXTENSION  
KY 496 / M.P. 1.272  
DOUBLE BARREL CROSS-SECTION



NOTES:  
EXISTING DOUBLE BARREL 6'2" x 8'1" x 25'3" BOX  
ALL EXPOSED EDGES SHALL HAVE 7/8" CHAMFER.  
ALL WALL FOOTINGS SHALL HAVE AN ASSUMED THICKNESS OF 12",  
WITH A MINIMUM 2.0" CONCRETE COVER ON REINFORCEMENT.

METCALFE COUNTY  
BOX CULVERT EXTENSION  
KY 496 / M.P. 1.272  
DOUBLE BARREL CROSS-SECTION

# TYPICAL SECTION



NOTES:  
EXISTING DOUBLE BARREL 6'2" x 8'1" x 25'3" BOX  
ALL EXPOSED EDGES SHALL HAVE 7/8" CHAMFER.  
ALL WALL FOOTINGS SHALL HAVE AN ASSUMED THICKNESS OF 12",  
WITH A MINIMUM 2.0" CONCRETE COVER ON REINFORCEMENT.



METCALFE COUNTY  
BOX CULVERT EXTENSION  
KY 496 / M.P. 1.272  
WINGWALL

## **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  
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(Effective with the August 29, 2008 Letting)

|                    |  |
|--------------------|--|
| <b>SUBSECTION:</b> | 102.07.01 General.   |
| <b>REVISION:</b>   | Replace the first sentence with the following:<br><br>Submit the Bid Proposal on forms furnished on the Department internet website ( <a href="http://transportation.ky.gov/contract/">http://transportation.ky.gov/contract/</a> ), including the Bid Packet and disk created from the Expedite Bidding Program.  |
| <b>SUBSECTION:</b> | 102.07.02 Computer Bidding.  |
| <b>REVISION:</b>   | Replace the first paragraph with the following:<br><br>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 ( <a href="http://transportation.ky.gov/contract/">http://transportation.ky.gov/contract/</a> ). 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.<br><br>Replace the second paragraph with the following:<br><br>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. |
| <b>SUBSECTION:</b> | 102.08 IRREGULAR BID PROPOSALS.  |
| <b>REVISION:</b>   | Replace point four of the first paragraph with the following:<br><br>4) fails to submit a disk created from the Expedite Bidding Program.<br><br>Replace point one of the second paragraph with the following:<br><br>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   |
| <b>SUBSECTION:</b> | 103.02 AWARD OF CONTRACT.  |
| <b>REVISION:</b>   | Replace the first sentence of the third paragraph with the following:<br><br>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.  |
| <b>SUBSECTION:</b> | 112.03.12 Project Traffic Coordinator (PTC).   |
| <b>REVISION:</b>   | Add the following at the end of the subsection:<br><br>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.   |
| <b>SUBSECTION:</b> | 213.03.05 Temporary Control Measures.  |
| <b>PART:</b>       | F) Temporary Mulch.  |
| <b>REVISION:</b>   | Replace the last sentence with the following:<br><br>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.  |
| <b>SUBSECTION:</b> | 410.05 PAYMENT.  |
| <b>REVISION:</b>   | Replace the last sentence of the first paragraph with the following:<br><br>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.   |

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|                    |   |                 |                 |                 |            |                           |             |
|--------------------|---|-----------------|-----------------|-----------------|------------|---------------------------|-------------|
| <b>SUBSECTION:</b> | 509.01 DESCRIPTION.   |                 |                 |                 |            |                           |             |
| <b>REVISION:</b>   | Replace the second paragraph with the following:<br><br>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.)   |                 |                 |                 |            |                           |             |
| <b>SUBSECTION:</b> | 606.02.11 Coarse Aggregate.   |                 |                 |                 |            |                           |             |
| <b>REVISION:</b>   | Replace with the following:<br><br>Conform to Section 805, size No. 8 or 9-M.   |                 |                 |                 |            |                           |             |
| <b>SUBSECTION:</b> | 701.03.08 Testing of Pipe.  |                 |                 |                 |            |                           |             |
| <b>REVISION:</b>   | Replace and rename the subsection with the following:<br><br><b>701.03.08 Inspection of Pipe.</b> The engineer will visually inspect all pipe. The Department will require camera/video inspection on a minimum of 50 percent of the linear feet of all installed pipe structures. Conduct camera/video inspection according to KM 64-114. The pipe to be installed under pavement will be selected first. If the total linear feet of pipe under pavement is less than 50 percent of the linear feet of all pipe installed, the Engineer will randomly select installations from the remaining pipe structures on the project to provide for the minimum inspection requirement. The pipe will be selected in complete runs (junction-junction or headwall-headwall) until the total linear feet of pipe to be inspected is at least 50 percent of the total linear feet of all installed pipe on the project.<br>Unless the Engineer directs otherwise, schedule the inspections no sooner than 30 days after completing the installation and completion of earthwork to within 1 foot of the finished subgrade. When final surfacing conflicts with the 30-day minimum, conduct the inspections prior to placement of the final surface. The contractor must ensure that all pipe are free and clear of any debris so that a complete inspection is possible.<br>Notify the Engineer immediately if distresses or locations of improper installation are discovered. When camera testing shows distresses or improper installation in the installed pipe, the Engineer may require additional sections to be tested. Provide the video and report to the Engineer when testing is complete in accordance with KM 64-114.<br>Pipes that exhibit distress or signs of improper installation may necessitate repair or removal as the Engineer directs. These signs include, but are not limited to: deflection, cracking, joint separation, sagging or other interior damage. If corrugated metal or thermoplastic pipes exceed the deflection and installation thresholds indicated in the table below, provide the Department with an evaluation of each location conducted by a Professional Engineer addressing the severity of the deflection, structural integrity, environmental conditions, design service life, and an evaluation of the factor of safety using Section 12, “Buried Structures and Tunnel Liners,” of the AASHTO LRFD Bridge Design Specifications. Based on the evaluation, the Department may allow the pipe to remain in place at a reduced unit price as shown in the table below. Provide 5 business days for the Department to review the evaluation. When the pipe shows deflection of 10 percent or greater, remove and replace the pipe. When the camera/video or laser inspection results are called into question, the Department may require direct measurements or mandrel testing.<br>The Cabinet may elect to conduct Quality Assurance verifications of any pipe inspections. |                 |                 |                 |            |                           |             |
| <b>SUBSECTION:</b> | 701.04.07 Testing.  |                 |                 |                 |            |                           |             |
| <b>REVISION:</b>   | Replace and rename the subsection with the following:<br><br><b>701.04.07 Pipeline Video Inspection.</b> The Department will measure the quantity in linear feet along the pipe invert of the structure inspected. When inspection above the specified 50 percent is performed due to a disagreement or suspicion of additional distresses and the Department is found in error, the Department will measure the quantity as Extra Work according to Subsection 104.03. However, if additional distresses or non-conformance is found, the Department will not measure the additional inspection for payment.   |                 |                 |                 |            |                           |             |
| <b>SUBSECTION:</b> | 701.05 PAYMENT.   |                 |                 |                 |            |                           |             |
| <b>REVISION:</b>   | Add the following pay item to the list of pay items: <table><tr><td><u>Code</u></td><td><u>Pay Item</u></td><td><u>Pay Unit</u></td></tr><tr><td>23131ER701</td><td>Pipeline Video Inspection</td><td>Linear Foot</td></tr></table>   | <u>Code</u>     | <u>Pay Item</u> | <u>Pay Unit</u> | 23131ER701 | Pipeline Video Inspection | Linear Foot |
| <u>Code</u>        | <u>Pay Item</u>   | <u>Pay Unit</u> |                 |                 |            |                           |             |
| 23131ER701         | Pipeline Video Inspection   | Linear Foot     |                 |                 |            |                           |             |

**Supplemental Specifications to The Standard Specifications  
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**SUBSECTION:** 701.05 PAYMENT  
**TABLE:** PIPE DEFLECTION DETERMINED BY CAMERA TESTING  
**REVISION:** Replace this table with the following table and note:

| PIPE DEFLECTION          |  |
|--------------------------|--|
| Amount of Deflection (%) | Payment                                  |
| 0.0 to 5.0               | 100% of the Unit Bid Price               |
| 5.1 to 9.9               | 50% of the Unit Bid Price <sup>(1)</sup> |
| 10 or greater            | Remove and Replace                       |

<sup>(1)</sup> Provide Structural Analysis as indicated above. Based on the structural analysis, pipe may be allowed to remain in place at the reduced unit price.

**SUBSECTION:** 701.05 PAYMENT  
**TABLE:** PIPE DEFLECTION DETERMINED BY MANDREL TESTING  
**REVISION:** Delete this table.

**SUBSECTION:** 805.01 GENERAL.  
**REVISION:** Replace the second paragraph with the following:

The Department's List of Approved Materials includes the Aggregate Source List, the list of Class A and Class B Polish-Resistant Aggregate Sources, and the Concrete Restriction List.

**SUBSECTION:** 805.04 CONCRETE.  
**REVISION:** Replace the "AASHTO T 160" reference in first sentence of the third paragraph with "KM 64-629"

**SUBSECTION:** 805.15 GRADATION ACCEPTANCE OF NON-SPECIFICATION COARSE AGGREGATE.

**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" method with the "KM 64-629" method for the Concrete Beam Expansion Test.

Replace the "ASTM D 3042" method with the "KM 64-625" method for Insoluble Residue.

**SUBSECTION:** 810.04.01 Coating Requirements.  
**REVISION:** Replace the "Subsection 806.07" references with "Subsection 806.06"

**SUBSECTION:** 837.03 APPROVAL.

**REVISION:** Replace the last sentence with the following:

The Department will sample and evaluate for approval each lot of thermoplastic material delivered for use per contract prior to installation of the thermoplastic material. Do not allow the installation of thermoplastic material until it has been approved by the Division of Materials. Allow the Department a minimum of 10 working days to evaluate and approve thermoplastic material.

**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  
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(Effective with the August 29, 2008 Letting)

SUBSECTION: 805.15 GRADATION ACCEPTANCE OF NON-SPECIFICATION COARSE AGGREGATE.  
REVISION: Replace the "SIZES OF COARSE AGGREGATES" table in with the following:

| SIZES OF COARSE AGGREGATES               |  |   |            |        |            |        |            |        |          |          |          |        |       |        |        |         |
|--|--|---|------------|--------|------------|--------|------------|--------|----------|----------|----------|--------|-------|--------|--------|---------|
| Size                                     | Sieve<br>Nominal <sup>(3)</sup><br>Maximum<br>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 |
| 1  | 3 1/2 inch   | 100   | 90-100     |        | 25-60      |        | 0-15       |        | 0-5      |          |          |        |       |        |        |         |
| 2  | 2 inch   |   |            | 100    | 90-100     | 35-70  | 0-15       |        | 0-5      |          |          |        |       |        |        |         |
| 23                                       | 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    |          | 0-5    |       |        |        |         |
| 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    |          | 0-10   | 0-5   |        |        |         |
| 610                                      | 1 inch   |   |            |        |            |        | 100        | 85-100 |          | 40-75    |          | 15-40  |       |        |        |         |
| 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 <sup>(2)</sup>                        | No. 4  |   |            |        |            |        |            |        |          |          | 100      | 85-100 |       |        | 10-30  |         |
| 11 <sup>(2)</sup>                        | No. 4  |   |            |        |            |        |            |        |          |          |          | 40-90  | 10-40 |        | 0-5    |         |
| DENSE GRADED<br>AGGREGATE <sup>(6)</sup> | 3/4 inch   |   |            |        |            |        |            | 100    | 70-100   |          | 50-80    | 30-65  |       |        | 10-40  | 4-13    |
| CRUSHED<br>STONE BASE <sup>(6)</sup>     | 1 1/2 inch   |   |            |        | 100        |        | 90-100     |        | 60-95    |          | 30-70    | 15-55  |       |        | 5-20   | 0-8     |

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

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

<sup>(3)</sup> 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

|  |            |
|--|------------|
| CHANNEL LINING CLASS II AND III .....  | RDD-040-04 |
| CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS .....                   | RDI-001-08 |
| CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS .....                   | RDI-002-03 |
| CULVERT & STORM SEWER PIPE TYPES & COVER HEIGHTS .....                             | RDI-003-03 |
| CULVERT & STORM SEWER PIPE TYPES & COVER HEIGHTS .....                             | RDI-004-03 |
| CULVERT & STORM SEWER PIPE TYPES & COVER HEIGHTS .....                             | RDI-005-03 |
| CULVERT & STORM SEWER PIPE TYPES & COVER HEIGHTS .....                             | RDI-006-03 |
| CULVERT & STORM SEWER PIPE TYPES & COVER HEIGHTS .....                             | RDI-007-03 |
| CULVERT & STORM SEWER PIPE TYPES & COVER HEIGHTS .....                             | RDI-008-03 |
| CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS .....                   | RDI-011-02 |
| CULVERT & STORM SEWER PIPE TYPES & COVER HEIGHTS .....                             | RDI-012-02 |
| NON-CIRCULAR PIPE ALTERNATES .....   | RDI-016-02 |
| PIPE BEDDING FOR CULVERTS, ENTRANCE AND STORM SEWER PIPE .....                     | RDI-020-08 |
| PIPE BEDDING FOR CULVERTS, ENTRANCE AND STORM SEWER<br>REINFORCED CONC. PIPE ..... | RDI-021    |
| PIPE BEDDING, TRENCH CONDITION .....   | RDI-025-04 |
| PIPE BEDDING, TRENCH CONDITION REINFORCED CONC. PIPE .....                         | RDI-026    |
| SILT TRAP - TYPE A .....   | RDX-220-04 |
| SILT TRAP - TYPE B .....   | RDX-225    |
| MISCELLANEOUS STANDARDS PART 1 .....   | RGX-001-05 |
| NETTING .....  | RRE-002-04 |
| 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 |

NOTES

- ## LEGEND

⑪ SEE DETAIL SHEET "PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER REINFORCED CONC. PIPE" AND DETAIL SHEET "PIPE BEDDING TRENCH CONDITION REINFORCED CONC. PIPE" FOR RCP COVER HEIGHT AND BEDDING REQUIREMENTS.

Page

|           |          |       |
|-----------|----------|-------|
| COUNTY OF | ITEM NO. | SHEET |
|           |          |       |


LEGEND

CSPHS: CORRUGATED STEEL PIPE WITH HELICAL  
LOCK SEAM OR HELICAL WELDED SEAM (HELICAL CORR.)  
CSPLS: CORRUGATED STEEL PIPE WITH LONGITUDINAL  
RIVETED OR SPOT WELDED SEAM (ANNULAR CORR.)  
CAPHS: CORRUGATED ALUMINUM ALLOY PIPE WITH HELICAL  
LOCK SEAM (HELICAL CORR.)  
HDPE: HIGH DENSITY POLYETHYLENE PIPE  
PVC: POLYVINYL CHLORIDE  
SRS: SPIRAL RIB STEEL  
SRA: SPIRAL RIB ALUMINUM  
RCP: CIRCULAR REINFORCED CONCRETE PIPE  
FF: FLOWABLE FILL REQUIRED

NOTES CONTINUED

- ⑩ SEE DETAIL SHEET "PIPE BEDDING FOR CULVERTS, ENTRANCE,  
AND STORM SEWER REINFORCED CONC. PIPE" AND DETAIL SHEET  
"PIPE BEDDING TRENCH CONDITION REINFORCED CONC. PIPE" FOR  
RCP COVER HEIGHT AND BEDDING REQUIREMENTS.

27" PIPE - 42" PIPE

|  |
|--|
| KENTUCKY<br>DEPARTMENT OF HIGHWAYS   |
| CULVERT, ENTRANCE &<br>STORM SEWER PIPE TYPES<br>& COVER HEIGHTS   |
| APPROVED<br><br>DAVID H. NELSON<br>Contract ID: 04-259-08<br>Page 4 of 10 |

SHEET 2 OF 8

| PIPE DIA.<br>(IN) | PIPE TYPE                | CIRCULAR PIPE COVER HEIGHTS IN FEET |       |        |       |        |       |        |       |        |       |       |       |        |  | 3 |
|-------------------|--------------------------|-------------------------------------|-------|--------|-------|--------|-------|--------|-------|--------|-------|-------|-------|--------|--|---|
|                   |                          | 2-5                                 | 5-10  | 10-15  | 15-20 | 20-25  | 25-30 | 30-35  | 35-40 | 40-45  | 45-50 | 50-55 | 55-60 | 60-65  |  |   |
| 27 & 30           | 27 3/4" x 1/2" CSPHS (1) | 16 GA.                              |       |        |       | 12 GA. |       |        |       | 14 GA. |       |       |       | 12 GA. |  |   |
|                   | 27 3/4" x 1/2" CSPLS (1) | 16 GA.                              |       |        |       | 14 GA. |       |        |       | 12 GA. |       |       |       | 10 GA. |  |   |
|                   | 27 3/4" x 1/2" CAPHS (1) | 16 GA.                              |       |        |       | 14 GA. |       |        |       | 12 GA. |       |       |       | 10 GA. |  |   |
|                   | SRS (1)                  | 16 GA.                              |       |        |       | 14 GA. |       |        |       | 12 GA. |       |       |       | 10 GA. |  |   |
|                   | SRA                      | 16 GA.                              |       |        |       | 14 GA. |       |        |       | 12 GA. |       |       |       | 10 GA. |  |   |
|                   | PVC                      | RIBBED (PROFILE WALL)               |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   | HDPE                     | FF                                  |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   | RCP (10)                 |                                     |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   |                          |                                     |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   |                          |                                     |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
| 36                | 27 3/4" x 1/2" CSPHS (1) | 14 GA.                              |       | 12 GA. |       | 10 GA. |       | 12 GA. |       | 10 GA. |       | 8 GA. |       | 10 GA. |  |   |
|                   | 27 3/4" x 1/2" CSPLS (1) | 14 GA.                              |       | 12 GA. |       | 10 GA. |       | 12 GA. |       | 10 GA. |       | 8 GA. |       | 10 GA. |  |   |
|                   | 27 3/4" x 1/2" CAPHS (1) | 14 GA.                              |       | 12 GA. |       | 10 GA. |       | 12 GA. |       | 10 GA. |       | 8 GA. |       | 10 GA. |  |   |
|                   | SRS (1)                  | 14 GA.                              |       | 12 GA. |       | 10 GA. |       | 12 GA. |       | 10 GA. |       | 8 GA. |       | 10 GA. |  |   |
|                   | SRA                      | 14 GA.                              |       | 12 GA. |       | 10 GA. |       | 12 GA. |       | 10 GA. |       | 8 GA. |       | 10 GA. |  |   |
|                   | PVC                      | RIBBED (PROFILE WALL)               |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   | HDPE                     | FF                                  |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   | RCP (10)                 |                                     |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   |                          |                                     |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   |                          |                                     |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
| 42                | 27 3/4" x 1/2" CSPHS (1) | 14 GA.                              |       | 12 GA. |       | 10 GA. |       | 12 GA. |       | 10 GA. |       | 8 GA. |       | 10 GA. |  |   |
|                   | 27 3/4" x 1/2" CSPLS (1) | 14 GA.                              |       | 12 GA. |       | 10 GA. |       | 12 GA. |       | 10 GA. |       | 8 GA. |       | 10 GA. |  |   |
|                   | 27 3/4" x 1/2" CAPHS (1) | 14 GA.                              |       | 12 GA. |       | 10 GA. |       | 12 GA. |       | 10 GA. |       | 8 GA. |       | 10 GA. |  |   |
|                   | SRS (1)                  | 14 GA.                              |       | 12 GA. |       | 10 GA. |       | 12 GA. |       | 10 GA. |       | 8 GA. |       | 10 GA. |  |   |
|                   | SRA                      | 14 GA.                              |       | 12 GA. |       | 10 GA. |       | 12 GA. |       | 10 GA. |       | 8 GA. |       | 10 GA. |  |   |
|                   | PVC                      | RIBBED (PROFILE WALL)               |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   | HDPE                     |                                     |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   | RCP (10)                 |                                     |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   |                          |                                     |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   |                          |                                     |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   | 2-5                      | 5-10                                | 10-15 | 15-20  | 20-25 | 25-30  | 30-35 | 35-40  | 40-45 | 45-50  | 50-55 | 55-60 | 60-65 |        |  |   |
|                   | 2-5                      | 5-10                                | 10-15 | 15-20  | 20-25 | 25-30  | 30-35 | 35-40  | 40-45 | 45-50  | 50-55 | 55-60 | 60-65 |        |  |   |
|                   |                          |                                     |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   |                          |                                     |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   |                          |                                     |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   |                          |                                     |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   |                          |                                     |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   |                          |                                     |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   |                          |                                     |       |        |       |        |       |        |       |        |       |       |       |        |  |   |
|                   |                          |                                     |       |        |       |        |       |        |       |        |       |       |       |        |  |   |



CIRCULAR PIPE COVER HEIGHTS IN FEET ③

| PIPE DIA. (IN) | PIPE TYPE               | 2-5    | 5-10 | 10-15 | 15-20 | 20-25 | 25-30 | 30-35 | 35-40 | 40-45 | 45-50 | 50-55 | 55-60 | 60-65 | 65-70 | 70-75 | 75-80 | 80-85 | 85-90 | 90-95 | 95-100 | 100-105 | 105-110 | 110-115 | 115-120 |
|----------------|-------------------------|--------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|---------|---------|---------|---------|
| 48             | 2 2/3" x 1/2" CSPHS (1) | 14 GA. |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |         |         |         |         |
|                | 2 2/3" x 1/2" CSPLS (1) | 14 GA. |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |         |         |         |         |
|                | 2 2/3" x 1/2" CAPHS (1) | 14 GA. |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |         |         |         |         |
|                | SRS (1)                 | 14 GA. |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |         |         |         |         |
|                | SRA                     | 12 GA. |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |         |         |         |         |
|                | PVC                     | 12 GA. |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |         |         |         |         |
|                | HDPE                    | 12 GA. |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |         |         |         |         |
| 54             | RCP (9)                 | 14 GA. |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |         |         |         |         |
|                | 2 2/3" x 1/2" CSPHS (1) | 14 GA. |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |         |         |         |         |
|                | 2 2/3" x 1/2" CSPLS (1) | 14 GA. |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |         |         |         |         |
|                | 3" x 1" CSPHS (1)       | 14 GA. |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |         |         |         |         |
|                | 3" x 1" CSPLS (1)       | 14 GA. |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |         |         |         |         |
|                | 5" x 1" CSPHS (1)       | 14 GA. |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |         |         |         |         |
|                | 2 2/3" x 1/2" CAPHS (1) | 14 GA. |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |         |         |         |         |
| ⑦              | 3" x 1" CAPHS (1)       | 14 GA. |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |         |         |         |         |
|                | SRS (1)                 | 14 GA. |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |         |         |         |         |
|                | SRA (9)                 | 12 GA. |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |         |         |         |         |

NOTES

- ① GAGES FOR CORRUGATED STEEL PIPE ITEMS SHOWN ARE BASED ON ALUMINUM-COATED TYPE 2 STEEL AS PER AASHTO M-274. ALUMINUM COATED TYPE 2 STEEL IS ONLY PERMITTED IN PH RANGES OF 5 TO 9.
- ② WHEN CORRUGATED STEEL PIPE IS ZINC COATED (GALVANIZED) THE GAGE SHALL BE ONE GAGE HEAVIER THAN SHOWN IN THE TABLES.
- ③ SEE CURRENT STANDARD DRAWING RDI-001 FOR EXPLANATION OF COVER HEIGHTS LESS THAN 2 FEET.
- ④ CSP, CAP, SRS AND SRA ARE SHOWN IN GAGE.
- ⑤ MAXIMUM COVER HEIGHT MEASURED FROM TOP OF PIPE TO SUBGRADE ELEVATION SHALL GOVERN GAGE OF PIPE TO BE USED FOR ENTIRE LENGTH OF PIPE INSTALLATION.
- ⑥ ALL CIRCULAR STRUCTURAL PLATE SHALL BE 5% VERTICALLY ELONGATED.
- ⑦ 54" DIA. PIPE IS MINIMUM SIZE FOR COVER HEIGHTS GREATER THAN 65 FEET.
- ⑧ SEE CURRENT STANDARD DRAWING RDI-035 FOR COATINGS, LININGS AND PAVINGS FOR NON-STRUCTURAL PIPE.
- ⑨ SEE DETAIL SHEET "PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER REINFORCED CONC. PIPE" AND DETAIL SHEET "PIPE BEDDING TRENCH CONDITION REINFORCED CONC. PIPE" FOR RCP COVER HEIGHT AND BEDDING REQUIREMENTS.

LEGEND

- CSPHS: CORRUGATED STEEL PIPE WITH HELICAL LOCK SEAM OR HELICAL WELDED SEAM (HELICAL CORR.)
- CSPLS: CORRUGATED STEEL PIPE WITH LONGITUDINAL RIVETED OR SPOT WELDED SEAM (ANNULAR CORR.)
- CAPHS: CORRUGATED ALUMINUM ALLOY PIPE WITH HELICAL LOCK SEAM (HELICAL CORR.)
- HDPE: HIGH DENSITY POLYETHYLENE PIPE
- PVC: POLYVINYL CHLORIDE
- SRS: SPIRAL RIB STEEL
- SRA: SPIRAL RIB ALUMINUM
- RCP: CIRCULAR REINFORCED CONCRETE PIPE
- 48" PIPE - 54" PIPE

KENTUCKY  
DEPARTMENT OF HIGHWAYS

CULVERT &  
STORM SEWER PIPE TYPES  
& COVER HEIGHTS

APPROVED  
04-25-08  
DATE

## **PART III**

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

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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| II. Nondiscrimination -----  | 1    |
| III. Nonsegregated Facilities -----  | 3    |
| IV. Payment of Predetermined Minimum Wage -----  | 3    |
| V. Statements and Payrolls -----   | 6    |
| VI. Record of Materials, Supplies, and Labor -----   | 6    |
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| VIII. Safety: Accident Prevention -----  | 7    |
| IX. False Statements Concerning Highway Projects -----   | 7    |
| X. Implementation of Clean Air Act and Federal<br>Water Pollution Control Act -----                | 8    |
| XI. Certification Regarding Debarment, Suspension,<br>Ineligibility, and Voluntary Exclusion ----- | 8    |
| XII. Certification Regarding Use of Contract Funds for<br>Lobbying -----                           | 9    |

### ATTACHMENTS

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

#### I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

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

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;  
Section IV, paragraphs 1, 2, 3, 4, and 7;  
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

#### II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

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

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

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

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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

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

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

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

#### 6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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

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

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin,

age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

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

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics

shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## **2. Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

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

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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## **3. Payment of Fringe Benefits:**

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

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

## **4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

### **a. Apprentices:**

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

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

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

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

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

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

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of

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

**6. Withholding:**

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

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any

liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## **V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### **1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### **2. Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

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

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

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.



## VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## VIII. SAFETY: ACCIDENT PREVENTION

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

## X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

##### **1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which

this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

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

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

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

\* \* \* \* \*

**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

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

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

provide apprenticeship or other training.

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

REVISED: 12-3-92

## EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (6) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.

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

|   | <b>HIGHWAY<br/>BASIC HOURLY<br/>RATES</b> | <b>FRINGE<br/>BENEFIT PAYMENTS<br/>COMBINED</b> |
|---|---|---|
| <b><u>CRAFTS</u></b>  |   |   |
| Boilermakers.....   | 24.65.....                                | 12.94   |
| Bricklayers:.....   | 20.35.....                                | 7.80  |
| Stone Mason .....   | 18.95.....                                | 7.80  |
| Carpenters:.....  | 20.60.....                                | 8.30  |
| Cement Masons:.....   | 18.70.....                                | 7.80  |
| Electricians:.....  | *26.36.....                               | 10.04   |
| <p>*When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V.<br/>towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where<br/>workmen are subject to a direct fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet, and add 50% to workman's base rate for over 75 feet.</p> |   |   |
| Ironworkers, Reinforcing:.....  | 20.50.....                                | 8.30  |
| Ironworkers, Structural:.....   | 20.70.....                                | 8.30  |
| Painters  |   |   |
| All Excluding Bridges .....   | 19.92.....                                | 9.57  |
| Bridges .....   | 23.92.....                                | 10.07   |
| Piledrivers.....  | 20.25.....                                | 8.30  |
| Plumbers:.....  | 22.52.....                                | 7.80  |
| Sheet Metal Worker .....  | 20.40.....                                | 7.80  |

Welders - Receive rate for craft in which welding is incidental.

**LABORERS:**

|   |                              |       |
|---|------------------------------|-------|
| General laborer, flagperson, steam jenny.                         | <b>BASE RATE.....</b>        | 18.65 |
|   | <b>FRINGE BENEFITS .....</b> | 8.30  |
| Hand blade operator, batch truck dumper,<br>deck hand or scowman. | <b>BASE RATE.....</b>        | 18.90 |
|   | <b>FRINGE BENEFITS .....</b> | 8.30  |

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

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**LABORERS:** (continued)

Power driven tool operator of following: wagon drill, chain saw, sand blaster, concrete chipper, pavement breaker, vibrator, power wheelbarrow and power buggy, sewer pipe layer, bottom man, dry cement handler, concrete rubber, mason tender.

**BASE RATE.....19.00**  
**FRINGE BENEFITS .....8.30**

Asphalt lute and rakerman, side rail setter.

**BASE RATE.....19.05**  
**FRINGE BENEFITS .....8.30**

Gunnite nozzle man,.

**BASE RATE.....19.15**  
**FRINGE BENEFITS .....8.30**

Tunnel laborer (free air).

**BASE RATE.....19.20**  
**FRINGE BENEFITS ..... 8.30**

Tunnel mucker (free air), gunite operator.

**BASE RATE.....19.25**  
**FRINGE BENEFITS .....8.30**

Tunnel miner, blaster and driller (free air).

**BASE RATE.....19.60**  
**FRINGE BENEFITS .....8.30**

Caisson worker.

**BASE RATE.....20.15**  
**FRINGE BENEFITS .....8.30**

Powderman.

**BASE RATE.....20.25**  
**FRINGE BENEFITS .....8.30**

Drill operator of percussion type drills which are both powered and propelled by an independent air supply.

**BASE RATE.....21.45**  
**FRINGE BENEFITS .....8.30**



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

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**TRUCK DRIVERS AND RELATED CLASSIFICATIONS:**

|   |  |
|---|--|
| Truck Helper and Warehouseman   | <b>BASE RATE.....</b> 18.90<br><b>FRINGE BENEFITS .....</b> 8.30 |
| Driver,Winch; A-Frame when used in transporting materials.                      | <b>BASE RATE.....</b> 19.00<br><b>FRINGE BENEFITS .....</b> 8.30 |
| Tandem axle; dump, distributor; semi-trailer or pole trailer. Driver dump truck | <b>BASE RATE.....</b> 19.10<br><b>FRINGE BENEFITS .....</b> 8.30 |
| Driver on Mixer trucks. (All Types)   | <b>BASE RATE.....</b> 19.15<br><b>FRINGE BENEFITS .....</b> 8.30 |
| Truck Mechanic  | <b>BASE RATE.....</b> 19.20<br><b>FRINGE BENEFITS .....</b> 8.30 |
| Driver (3 tons and under;) tire changer and truck Mechanic Helper.              | <b>BASE RATE.....</b> 19.23<br><b>FRINGE BENEFITS .....</b> 8.30 |
| Driver on Pavement breakers.  | <b>BASE RATE.....</b> 19.25<br><b>FRINGE BENEFITS .....</b> 8.30 |
| Driver (Over 3 tons;) Driver (truck mounted rotary drill.)                      | <b>BASE RATE.....</b> 19.44<br><b>FRINGE BENEFITS .....</b> 8.30 |
| Driver, Euclid and other heavy earth moving equipment, low boy.                 | <b>BASE RATE.....</b> 20.01<br><b>FRINGE BENEFITS .....</b> 8.30 |
| Greaser on greasing facilities.   | <b>BASE RATE.....</b> 20.10<br><b>FRINGE BENEFITS .....</b> 8.30 |

**OPERATING ENGINEERS:**

Auto patrol, batcher plant, bituminous paver, cable-way, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge engineer, elevator regardless of ownership(when used to hoist building material), elevating grader, loader all types, hoe-type machine, hoisting engine, locomotive, LeTourneau or carry-all scoop, bulldozer, mechanic, orangepeel bucket, piledriver, power blade, roller (bituminous), roller (earth), roller (rock), scarifier, shovel, tractor shovel, truck crane, well points, winch truck, push dozer, grout pump, high lift, fork lift (regardless of lift height), boom cat all types, multiple operator, core drill, tow or push boat, A-Frame winch truck, concrete paver, gradeall, hoist, hyster, material pump, pumpcrete, ross carrier, sheep foot, sideboom, throttle-valve

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

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**OPERATING ENGINEERS:** (continued)

man, rotary drill, power generator, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower crane (French, German and other types), hydrocrane, tugger, backfiller, gurry, self-propelled compactor, self-contained hydraulic percussion drill.

**BASE RATE.....23.30**

**FRINGE BENEFITS .....8.30**

Air compressor (200 cu. ft. per min. or greater capacity), bituminous mixer, concrete mixer (under 21 cu. ft.), welding machine, form grader, tractor (50 H.P. and over), bull float, finish machine, outboard motor boat, brakeman, whirley oiler, tractair and road widening trencher, articulating trucks and mechanic helper.

**BASE RATE.....20.40**

**FRINGE BENEFITS .....8.30**

Greaser on grease facilities servicing heavy equipment.

**BASE RATE.....20.60**

**FRINGE BENEFITS .....8.30**

Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, pump, tamping machine, tractors (under 50 H.P.), vibrator, oiler, air compressor (under 200 cu. ft. per min. capacity), concrete saw, burlap and curing machine, hydro seeder, power form handling equipment, deckhand oiler, hydraulic post driver.

**BASE RATE.....19.99**

**FRINGE BENEFITS .....8.30**

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

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

These rates are listed pursuant to Federal Decision No. KY20080026 dated February 8, 2008 and modification #1 dated July 4 2008.

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

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

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

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

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

Overtime is to be paid after an employee works forty (40) hours a week. At least time and one-half the base rate is required for all overtime. Wage violations or questions should be directed to the designated Engineer or to the undersigned.

Steve Waddle, Director  
Division of Construction Procurement  
Frankfort, Kentucky 40622

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

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

| <b>GOALS FOR MINORITY<br/>PARTICIPATION<br/>IN EACH TRADE</b> | <b>GOALS FOR FEMALE<br/>PARTICIPATION IN<br/>EACH TRADE</b> |
|---|---|
| 12.0%   | 6.9%  |

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. The notification shall be mailed to:

**Evelyn Teague, Regional Director  
Office of Federal Contract Compliance Programs  
61 Forsyth Street, SW, Suite 7B75  
Atlanta, Georgia 30303-8609**

4. As used in this Notice, and in the contract resulting from this solicitation, the "**covered area**" is Metcalfe County.

## **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.

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COUNTY: METCALFE  
PROPOSAL: HSIP 3000 (744)PAGE: 1  
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| LINE NO                     | ITEM    | DESCRIPTION                      | APPROXIMATE UNIT QUANTITY | UNIT PRICE | AMOUNT |
|-----------------------------|---------|----------------------------------|---------------------------|------------|--------|
| SECTION 0001 ROADWAY        |         |                                  |                           |            |        |
| 0010                        | 00001   | DGA BASE                         | 25.000 TON                |            |        |
| 0020                        | 00441   | ENTRANCE PIPE-18 IN              | 28.000 LF                 |            |        |
| 0030                        | 02203   | STRUCTURE EXCAV-UNCLASSIFIED     | 26.000 CUYD               |            |        |
| 0040                        | 02230   | EMBANKMENT IN PLACE              | 1,188.000 CUYD            |            |        |
| 0050                        | 02237   | DITCHING                         | 300.000 LF                |            |        |
| 0060                        | 02259   | FENCE-TEMP                       | 800.000 LF                |            |        |
| 0070                        | 02403   | REMOVE CONCRETE MASONRY          | 16.000 CUYD               |            |        |
| 0080                        | 02483   | CHANNEL LINING CLASS II          | 209.000 TON               |            |        |
| 0090                        | 02562   | SIGNS                            | 150.000 SQFT              |            |        |
| 0100                        | 02650   | MAINTAIN & CONTROL TRAFFIC       | ( 1.00) LS                |            |        |
| 0110                        | 08100   | CONCRETE-CLASS A                 | 59.000 CUYD               |            |        |
| 0120                        | 08151   | STEEL REINFORCEMENT-EPOXY COATED | 4,902.000 LB              |            |        |
| 0130                        | 21415ND | EROSION CONTROL                  | ( 1.00) LS                |            |        |
| SECTION 0002 DEMOBILIZATION |         |                                  |                           |            |        |
| 0140                        | 02569   | DEMOBILIZATION                   | LUMP                      |            |        |
|                             |         | TOTAL BID                        |                           |            |        |