



**CALL NO. 105**

**CONTRACT ID. 122446**

**BELL COUNTY**

**FED/STATE PROJECT NUMBER ER 5278 014**

**DESCRIPTION FONDE MOUNTAIN ROAD (KY 74) SIX SITES**

**WORK TYPE GRADE & DRAIN WITH INCIDENTAL SURF**

**PRIMARY COMPLETION DATE 8/1/2013**

**LETTING DATE: October 19, 2012**

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

**DBE CERTIFICATION REQUIRED - 4%**

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

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

CONTRACT ID - 122446

ADMINISTRATIVE DISTRICT - 11

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - BELL  
ER 5278 014

PCN - MP00700741202

FONDE MOUNTAIN ROAD (KY 74) SIX SITES FROM TENNSSEE STATE LINE (MP 0.000) EXTENDING EAST  
TO KY 441 (MP 12.995), A DISTANCE OF 13.00 MILES. GRADE & DRAIN WITH INCIDENTAL SURF.

GEOGRAPHIC COORDINATES LATITUDE 36^38'23" LONGITUDE 83^51'05"

AVERAGE DAILY TRAFFIC - 1230

AVERAGE MAINLINE WIDTH - 21.0 FEET

COMPLETION DATE(S):

COMPLETION DATE - August 01, 2013

APPLIES TO ENTIRE CONTRACT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

All addenda to this proposal must be applied when calculating bid and certified in the bid packet submitted to the Kentucky Department of Highways. Failure to use the correct and most recent addenda may result in the bid being rejected.

### **BID SUBMITTAL**

Bidder must use the Department's Expedite Bidding Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. ([www.transportation.ky.gov/contract](http://www.transportation.ky.gov/contract))

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

### **SPECIAL NOTE FOR PIPE INSPECTION**

Contrary to Section 701.03.08 of the 2012 Standard Specifications for Road and Bridge Construction and Kentucky Method 64-114, certification by the Kentucky Transportation Center for prequalified Contractors to perform laser/video inspection is not required on this contract. It will continue to be a requirement for the Contractor performing any laser/video pipe inspection to be prequalified for this specialized item with the Kentucky Transportation Cabinet-Division of Construction Procurement.

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

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

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

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

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

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

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

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

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

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

### **ACCESS TO RECORDS**

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

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

09/26/2012



**Steven L. Beshear**  
Governor

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

**Lori H. Flanery**  
Secretary

## **SECRETARY'S ORDER 11-004**

### **FINANCE AND ADMINISTRATION CABINET**

#### **Vendor Document Disclosure**

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

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

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

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

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

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

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

### **SURFACING AREAS**

The Department estimates the mainline surfacing width to vary 20-24 feet.

The Department estimates the total mainline area to be surfaced to be 182,975 square yards.

The Department estimates the shoulder width to be 0-1.5 feet on each side.

The Department estimates the total shoulder area to be surfaced to be 22,875 square yards.

### **ASPHALT MIXTURE**

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

### **INCIDENTAL SURFACING**

The Department has included in the quantities of asphalt mixtures established in the proposal estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, curve widening, ramp gores and tapers, and road and street approaches, as applicable. Pave these areas to the limits as shown on Standard Drawing RPM-110-06 or as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, pave the crossroads to the right of way limit or back of the signal detector, whichever is the farthest back of the mainline. Surface or resurface these areas as directed by the Engineer. The Department will not measure placing and compacting for separate payment but shall be incidental to the Contract unit price for the asphalt mixtures.

### **FUEL AND ASPHALT PAY ADJUSTMENT**

The Department has included the Contract items Asphalt Adjustment and Fuel Adjustment for possible future payments at an established Contract unit price of \$1.00. The Department will calculate actual adjustment quantities after work is completed. If existing Contract amount is insufficient to pay all items on the contract with the adjustments, the Department will establish additional monies with a change order.

### **OPTION B**

Be advised that the Department will control and accept compaction of asphalt mixtures furnished on this project under OPTION B in accordance with Sections 402 and 403.

## SPECIAL NOTE FOR FLOOD REPAIRS

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### I. DESCRIPTION

Except as specified herein, perform all work in accordance with the Department's Standard and Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions, and as directed by the Engineer. Section references are to the Standard Specifications. Furnish all materials, labor, equipment, and incidentals for the following work:

(1) Maintain and control traffic; (2) Perform erosion control; (3) Perform unclassified excavation for the purpose of removing material to replace cross drains, reestablish ditch lines, rebuild shoulders, and restore pavement; (4) Replace cross drains at the specified locations, including headwalls, perform ditching and shouldering and construct slush grouted channel lining; (5) Restore pavement with asphalt base and surface; and (6) All other work specified as part of this contract.

### II. MATERIALS

The Department will sample and test all materials according to the Department's Sampling Manual. Make the materials available for sampling a sufficient time in advance of use, to allow for the necessary time for testing, unless otherwise specified in these notes.

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

**B. Erosion Control.** See Special Note for Erosion Control.

**C. Box Culverts.** See Special Note for Box Culvert Replacement.

**D. Culvert Pipe.** Furnish steel, aluminum, or reinforced concrete culvert pipe only, no other alternates. Use flowable fill for culvert backfill.

**D. Pavement Restoration.** Provide Class 2 Asphalt Base 1.50D PG64-22, Class 2 Asphalt Surface 0.38D PG64-22, and Leveling and Edging PG64-22.

**E. Ditch Restoration.** Furnish Type IV Geotextile Fabric, Class II Channel Lining, and Class B Concrete Slush Grout (w/ #8 Aggregate).

### III. CONSTRUCTION METHODS

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

**B. Erosion Control.** See Special Note for Erosion Control.

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**C. Site Preparation.** Be responsible for all site preparation, including but not limited to, excavation and backfilling; removal of all obstructions or any other items; disposal of materials; sweeping and removal of debris; shoulder and ditch preparation and restoration; temporary and permanent erosion and pollution control; final dressing, clean up, and seeding; and all incidentals. Perform all Site Preparation only as approved or directed by the Engineer.

**D. Box Culverts.** See Special Note for Culvert & Culvert Pipe Replacement.

**E. Culvert Pipe.** Replace cross-drains at specified locations, including headwalls. Prior to excavation and culvert removal, saw cut pavement to a neat edge. Obtain the Engineer's approval of the trench width prior to saw cutting pavement. Close the road during the approved period allowed by the Traffic Control Plan, excavate trench, and remove the existing culvert. Obtain the Engineer's approval of the final centerline, flow line, length, skew, and headwall alignment prior to backfilling with flowable fill. Provide positive drainage of slopes and ditches at all times during and upon completion of construction.

**F. Unclassified Excavation.** Consider excavation areas listed to be approximate only and not limited to the listed locations; the Engineer will determine exact locations and dimensions at the time of construction. Excavate as needed to accomplish all items of work regardless of character or location. Consider all excavation to be unclassified.

Perform unclassified bank excavation for the purpose of removing loose material, earth and rock slopes, and rock overhangs as determined by the Engineer to provide for re-establishing shoulders and ditch lines. Over excavate the ditches to accommodate Class II Channel Lining with slush grout as shown on the drawings to allow for construction of 1.5 foot shoulder width with ditch lines approximately 3 feet from the edge of the shoulder and 18 inches below the edge of metal.

Perform unclassified excavation for constructing box culverts and culvert pipe. Over excavate as need to provide for foundation preparation, minimum fill cover heights, and positive drainage.

Saw cut existing pavement and excavate existing asphalt pavement and underlying DGA or other stone base as necessary to provide for the specified thickness of the replacement asphalt pavement.

**G. Shoulders, Ditches, and Channel Lining.** Consider shoulder and ditch restoration locations and dimensions as listed and/or shown on the drawings to be approximate only; the Engineer will determine exact locations and dimensions at the time of construction. Re-build ditches and shoulders at specified locations and as directed by the Engineer. Construct ditches approximately 3 feet wide with a final depth of 18 inches below edge of metal. Place a layer of Type IV Geotextile Fabric into the over-excavated ditch overlapping the sides a minimum of 18 inches on each side. Construct approximately

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one foot of Class II Channel Lining. After placing channel lining, cover the rock with approximately 2 inches of Class B Concrete and broom into the voids between the individual stones with a stiff rectangular broom

**H. Pavement Restoration.** The Engineer will determine pavement restoration locations at the time of construction. The Engineer will determine whether to overlay existing pavement or remove existing pavement and inlay with new base and surface. Prior to removing pavement obtain the Engineer's approval of proposed removal limit. Sawcut approved locations prior to removal. Construct the asphalt overlay or pavement replacement with Asphalt Base, Leveling and Wedging, and Asphalt Surface as directed by the Engineer in a continuous operation in accordance with the Traffic Control Plan Phasing. Provide positive drainage upon completion of construction.

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

**J. Pavement Markings.** See Traffic Control Plan.

**K. Property Damage and Restoration.** Be responsible for all damage to public and/or private property resulting from the work. Repair or replace all damaged roadway features in like kind materials and design at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner at no additional cost to the Department or the owner.

**L. Caution.** Consider information shown on the drawings and in this proposal and the types and quantities of work listed are approximate only, and not 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 or Contract time if the conditions encountered are not in accordance with the information shown.

**M. Utility Clearance.** Determine the location of all underground and overhead utilities prior to construction. It is not anticipated that utility facilities will need to be relocated and/or adjusted; however, in the event that work does require relocation and/or adjustment, the utility companies will work concurrently with the Contractor while relocating their facilities. See Utility Clearance Note.

**N. Final Dressing, Clean Up, and Seeding and Protection.** After all work is completed, remove all waste and debris from the construction sites and perform Class A final dressing on all disturbed areas. Sow disturbed earthen areas with Seed Mixture No. 1. See Erosion Control Notes.

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**O. Coordination of Work.** Be advised that other projects may be in progress within or in the near vicinity of this project. Take into consideration that the traffic control of those projects may affect this project and the traffic control of this project may affect those projects. Coordinate the work on this project with the work of the other contractors. In case of a conflict, the Engineer will determine the relative priority to give to work phasing on the various projects.

**P. Right-of-Way Limits.** The Department has not determined exact Right-of-Way limits. Limit work activities and operations to obvious existing Right-of-Way and Permanent Easements. Be responsible for encroachments onto private lands. See Right of Way Notes.

**Q. Control.** Perform all work under the absolute control of the Department of Highways. Obtain the Engineer's approval of all designs required to be furnished by the Contractor and/or the manufacturer and design modifications proposed by the Contractor or Manufacturer prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces and to permit public utility companies and others to do work during the construction of and within the limits of, or adjacent to, the project. Conduct work activities and operations in cooperation with such other parties so that interference with such other work will be reduced to a minimum. The Department will consider submission of a bid as Contractor's agreement to not make any claims for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the Contractor.

**R. Staking.** See Special Note for Staking.

#### IV. METHOD OF MEASUREMENT

The Department will measure only the bid items listed. All other items required to complete the construction shall be incidental to the listed bid items.

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

**B. Erosion Control.** See Special Note for Erosion Control.

**C. Box Culverts.** See Special Note for Box Culvert Replacement.

**D. Site Preparation.** Other than the bid items listed, the Department will not measure Site Preparation for payment, but shall be incidental to the other items of the work.

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**E. Unclassified Excavation.** The Department will field measure all unclassified excavation in cubic yards. Contrary to Section 204.04.08 the Department will not take cross sections and compute the volume by the average end-area method; but will measure volumetric capacity of each vehicle used to remove the excavated material from the project site and calculate the total quantity of unclassified excavation using the volume per load and the load count for each vehicle.

**F. Remove Pavement.** The Department will measure removed pavement as Unclassified Excavation. The Department will not measure saw cutting pavement prior to removal, but shall be incidental to excavation.

**G. Geotextile Fabric Type IV.** The Department will measure the finished in-place area of Geotextile Fabric Type IV in square yards. The Department will not measure laps, cut-offs, excess, and waste.

**H. Pipe Removal.** The Department will not measure pipe removal for separate payment, but shall be incidental to Culvert Pipe.

#### **IV. BASIS OF PAYMENT**

The Department will make payment only 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. Erosion Control.** See Special Note for Erosion Control.

**C. Box Culverts.** See Special Note for Box Culvert Replacement.

**B. Unclassified Excavation.** Payment at the contract unit price per cubic yard shall be full compensation for all labor, materials, equipment, and incidentals for saw cutting and removing existing pavement, underlying DGA or other stone base; saw cutting pavement and excavating for culvert pipe and box culverts; excavating for ditches, shoulders, and slopes; and disposing of waste and debris.

## SPECIAL NOTES FOR BOX CULVERT REPLACEMENT

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### I. DESCRIPTION

Except as specified herein, perform all work in accordance with the Department's Standard and Supplemental Specifications and Standard and Sepia Drawings, current editions. Section references are to the Standard Specifications. Furnish all labor, equipment, materials, and incidentals for the following work:

(1) Site preparation; (2) Removal of existing culvert; (3) Designing, furnishing, and constructing Precast Concrete Box Culvert or Structural Plate Box Culvert; (4) Excavation, backfill, and construction of embankments; (5) Restoring roadway, pavement, and shoulders; (6) Maintaining and controlling traffic; and (7) any other work as specified by this contract.

### II. MATERIALS

Except as provided herein, provide materials conforming to Sections 603, 610, 611, 612, 701, and 809, as applicable. All materials shall be sampled and tested in accordance with the Department's Sampling Manual. Unless specified otherwise in these notes, make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for.

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

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

**C. Foundation Preparation.** Use Crushed Limestone size no. 2 wrapped in Type IV Geotextile Fabric.

**E. Box Culvert.** Furnish an 8'-9" X 2'-6" uncoated Aluminum Alloy Structural Plate Box Culvert with structural plate headwalls (Alternate A) or a 9'-8" X 2'-7" bituminous coated Steel Structural Plate Box Culvert with structural plate headwalls (Alternate B) or a 6' x 3' Precast Concrete Box Culvert with reinforced concrete headwalls with paved apron (Alternate C); 0° Skew; designed by the manufacturer for an HS25 loading arrived at by increasing the standard HS20-44 truck and lane loads as specified in the AASHTO Specifications by 25% with a design fill cover height of 2-5 feet. Provide for a manufacturers representative to be available on site during culvert installation and backfilling.

Consider the drawings in the proposal to be conceptual and preliminary only. Prior to fabrication, submit to the Engineer and obtain approval of the manufacturer's and/or Contractor's designs and shop drawings prepared by a Professional Engineer licensed

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in Kentucky. Obtain the Engineer's approval of any substitution prior to fabrication and/or construction as applicable. Include with each shipment of the precast sections or structural plates and accessories a certification that all materials furnished comply with the applicable specifications and these special notes.

**F Headwalls.** Furnish structural plate or Reinforced Concrete Headwalls according to the Standard Drawings or the culvert manufacturer's design, as applicable, to accommodate the alternate structure selected by the Contractor. If headwall design is modified, submit to the Engineer and obtain approval of the manufacturer's and/or Contractor's designs and drawings prepared by a Professional Engineer licensed in Kentucky.

**G. Culvert Backfill.** Use flowable fill to an elevation 1 foot above the structure. Use suitable approved excavation or embankment in place to construct normal roadway embankment above the flowable fill.

**H. Channel Lining.** Use Class II Channel Lining

### III. CONSTRUCTION METHODS

Except as provided herein construct Precast Concrete Box Culvert or Structural Plate Box Culvert according to Sections 603, 610, 611, 612, 701 and Special Note For Aluminum And Steel Structural Plate Box Culverts as applicable

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

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

**C. Site Preparation.** Be responsible for all site preparation, including, but not limited to: clearing and grubbing and tree and stump removal; structure, common, solid rock, and special excavation; structural granular backfill, embankment, borrow, and embankment in place; removal of existing culvert, obstructions or any other items; disposal of materials, waste, and debris; cleaning inlet and outlet ditches; restoration, clean up, and final dressing. Limit clearing and grubbing to the absolute minimum required to construct the culvert, roadway approaches, and guardrail. Obtain the Engineer's prior approval before removing any trees. Perform all site preparation only as approved or directed by the Engineer.

Prior to excavation and culvert removal, saw cut pavement to a neat edge. Obtain the Engineer's approval of the trench width prior to saw cutting pavement. Close the road during the approved period allowed by the Traffic Control Plan, excavate trench, and remove the existing culvert. Provide positive drainage of slopes and ditches at all times during and upon completion of construction. Stockpile excavation within the right of way for reuse in constructing embankments. Obtain the Engineer's

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approval of the suitability of excavated materials before reusing in the embankments. Use excess suitable excavation to flatten slopes as approved or directed by the Engineer. Waste unsuitable and remaining excess excavation and other removed materials at sites off the right of way obtained by the Contractor at no additional cost to the Department (See Special Note for Waste and Borrow). Perform all excavation and removal of existing structure only as approved or directed by the Engineer.

Without regard to the materials encountered, consider all roadway, drainage, solid rock, and special excavation to be unclassified. It shall be distinctly understood that any reference to rock, earth, or any other material on the plans or cross sections, whether in numbers, words, letters, or lines, is solely for the Department's information and is not to be taken as an indication of classified excavation or the quantity of either rock, earth, or any other material involved. The bidder must draw his own conclusions as to the conditions to be encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation if the materials encountered are not in accord with the classification shown.

**D. Excavation and Removal of Existing Structure.** Completely remove the existing culvert, including masonry (stone and/or concrete) retaining walls, if present. Be responsible for all excavation (structure, common, rock, and unclassified) required for foundation preparation, headwalls, and all other excavation required by the work. Excavate rock in channel as required to allow for construction of foundation and installation of culvert with the designed minimum fill cover height. Provide positive drainage of slopes and ditches at all times during and upon completion of construction. Perform all excavation only as approved or directed by the Engineer.

**E. Foundation Preparation.** Except as provided herein, prepare foundation according to Section 603. Sound and prepare foundation according to Section 701.03.01; however provide a minimum depth of 2' of No. 2 stone wrapped in Geotextile Fabric Type IV and a minimum width of 18" beyond the outside limits of the structure.

**F. Culvert and Headwalls.** Be responsible for field layout and survey of the approved box culvert design and the structural plate or reinforced concrete headwalls. Construct culvert headwalls according to the approved designs furnished by the Contractor, or the standard drawings, as applicable. Provide for a manufacturer's representative to be present during construction and backfilling of the structure. Obtain the Engineer's approval of the final centerline, flow line, length, skew, and wing wall alignment prior to constructing reinforced concrete headwalls and backfilling. Provide positive drainage upon completion of the project.

**G. Embankments.** Construct flowable fill backfill to an elevation of 1 foot above the structure. Complete the remainder of the embankment with approved suitable excavation and/or embankment in place. Use excess suitable excavation to flatten

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slopes as approved or directed by Engineer. Warp finished slopes to match existing slopes and ditches. Provide positive drainage of slopes and ditches at all times during and upon completion of construction.

**H. Channel Lining.** Place Class II Channel Lining to repair eroded channel at outlet end of culvert and to protect culvert ends, wing walls, and slopes as directed by the Engineer. In addition to the requirements of section 703, the Engineer may require additional hand placement.

**I. Pavement and Shoulder Restoration.** After embankments are completed, establish crown and final grade lines and construct DGA base and asphalt base as shown on the typical section. Seal the base with leveling and wedging. Correct settlement with additional leveling and wedging as directed by the Engineer. Do not place final surface course until a minimum of 7 calendar days after traffic is placed on the final course of asphalt base. When the Engineer determines the base is sufficiently stabilized, construct final surface course and shoulders.

**J. Guardrail.** If deemed necessary by the Engineer, guardrail will be constructed by others.

**K. Final Dressing and Clean Up.** After all work is completed, completely remove all waste and debris from the construction worksite. Backfill all excavated areas and compact as directed by the Engineer. 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 Special Notes for Erosion Control.

**L. On-Site Inspection.** Make a thorough inspection of the site prior to submitting bid and be 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 consider any claims resulting from site conditions.

**M. Right-of-Way Limits.** The Department has not determined exact Right-of-Way limits. Limit work activities and operations to obvious existing Right-of-Way and Permanent Easements. Be responsible for encroachments onto private lands. See Right of Way Notes.

**N. Utilities.** See Special Note for Utility Clearance.

**O. Restoration.** Be responsible for all damage to public and/or private property resulting from the work. Restore field entrance adjacent to structure. Remove and replace all damaged or disturbed roadway features in like kind materials and design.

**P. Disposal of Waste.** Dispose of all removed pipe, stone masonry, concrete and reinforcing steel, pavement, debris, unsuitable and excess excavation, and other waste

Culvert Replacement  
Page 5 of 6

off the right-of-way at sites obtained by the Contractor at no additional cost to the Department (see Special Note for Waste and Borrow).

**Q. Caution.** Consider the information shown on the plans and the type of work listed herein as approximate only and do not take the information as an accurate evaluation of the materials and conditions to be encountered during construction; the bidder must draw his own conclusions. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for if the conditions encountered are not in accordance with the information shown.

**R. Control.** Perform all work under the absolute control of the Department of Highways. Obtain the Engineer's approval of all designs required to be furnished by the Contractor and/or the manufacturer and design modifications proposed by the Contractor or Manufacturer prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces and to permit public utility companies and others to do work during the construction of and within the limits of, or adjacent to, the project. Conduct work activities and operations in cooperation with such other parties so that interference with such other work will be reduced to a minimum. The Department will consider submission of a bid as Contractor's agreement to not make any claims for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the Contractor.

**S. Staking.** See Special Note for Staking.

#### IV. METHOD OF MEASUREMENT

The Department will measure for payment only 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. Erosion Control.** See Special Notes for Erosion Control.

**C. Site Preparation.** The Department will not measure Site Preparation, but shall be incidental to the applicable bid items.

**D. Culvert Removal.** The Department will not measure removal of the existing culvert, but shall be incidental to the Structural Plate or Precast Concrete Box Culvert.

Culvert Replacement  
Page 6 of 6

**E. Precast Concrete Box Culvert and Structural Plate Box Culvert.** The Department will measure the Culvert in linear feet along the culvert centerline less joint allowances. The Department will not measure culvert design or furnishing the manufacturer's technical representative for separate payment, but shall be incidental to the Culvert.

**F. Headwalls, Endwalls, and Wingwalls.s.** If the Contractor selects a structural plate box culvert alternate, the Department will not measure structural plate headwalls, endwalls, and wingwalls but shall be incidental to the structural plate box culvert. If the Contractor selects a precast concrete box culvert, the Department will measure the plan quantity of Class A Concrete and Steel Rreinforcement as shown on the Standard Drawings. The Department will not adjust the measured quantities required to conform to the Contractor's approved plan revisions, if applicable.

**G. Excavation, Backfill, and Embankment.** The Department will not measure excavation, backfill, DGA, embankment, borrow, or embankment in place for separate payment, but shall be incidental to the Box Culvert and Foundation Preparation as applicable.

**H. Channel Lining Class III.** The Department will measure Channel Lining Class II in tons; however, the Department will not measure solid rock excavation and rubblized concrete and rubblized stone masonry used as channel lining, but shall be incidental to Unclassified Excavation.

**V. BASIS OF PAYMENT**

The Department will make payment only 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. Erosion Control.** See special Note for Erosion Control.

**C. Precast Concrete Box Culvert and Structural Box Culvert.** Accept payment at the contract unit price per linear foot as full compensation for all materials, equipment, labor and incidentals necessary to complete the work as specified in these notes and the Standard Specifications for the Structural Plate or Precast Concrete Box Culvert design, furnishing and installing the Box Culvert, furnishing the manufacturer's technical representative, removal of the existing culvert, and disposal of waste and debris.

## **SPECIAL NOTE FOR STAKING**

In addition to the requirements of Section 201, perform the following:

1. Contrary to Section 201.03.01, perform items 1-3 usually performed by the Engineer; and
2. Prepare culvert sections and determine alignment, skew, and flowline elevations of drainage structures to provide for positive drainage upon completion of construction; and
3. Verify box culvert or structural plate pipe arch design. Modify headwall designs to conform to the Contractor's selected culvert design; and
4. Establish pavement profiles, typical section cross slopes, crown, transitions, and tapers to align the pavement restoration to match existing roadway alignment and to insure positive drainage upon completion of the work; and
5. Establish ditch profiles, front slope, and backslopes, transitions, and tapers to match existing roadway alignment and to insure positive drainage upon completion of the work; and
6. Prior to incorporating into the work, obtain the Engineers approval of all designs and revisions to be provided by the Contractor; and
7. Produce and furnish to the Engineer "As Built" plans; and
8. Perform any and all other staking operations required to control and construct the work.

### **SPECIAL NOTE FOR DIMENSIONS, LOCATIONS, & QUANTITIES**

Consider the dimensions shown on the typical sections and summaries to be nominal or typical dimensions. The Engineer may direct or approve varying the actual dimensions to be constructed to fit existing conditions. Do not widen existing pavement or shoulders unless specified elsewhere in this proposal or directed by the engineer. Consider locations and quantities listed to be approximate only; the Engineer will determine exact locations and quantities at the time of construction. Contrary to Section 104.02.01, the Department will not grant any time extensions or make any Contract adjustments for additional compensation due to changes dimensions, locations, and quantities directed or approved by the Engineer.

Prior to submitting a bid, make a thorough inspection of the site and become thoroughly familiar with the 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. Contrary to Section 104.02.03, the Department will not make any Contract adjustments or honor any claims resulting from differing site conditions.

## **SPECIAL PROVISION FOR WASTE AND BORROW SITES**

Obtain U.S. Army Corps of Engineer's approval before utilizing a waste or borrow site that involves "Waters of the United States". The Corps of Engineers defines "Waters of the United States" as perennial or intermittent streams, ponds or wetlands. The Corps of Engineers also considers ephemeral streams, typically dry except during rainfall but having a defined drainage channel, to be jurisdictional waters. Direct questions concerning any potential impacts to "Waters of the United States" to the attention of the appropriate District Office for the Corps of Engineers for a determination prior to disturbance. Be responsible for any fees associated with obtaining approval for waste and borrow sites from the U.S. Army Corps of Engineer or other appropriate regulatory agencies.

1-296 Waste & Borrow Sites  
01/02/2012

## **COORDINATION OF WORK WITH OTHER CONTRACTS**

Be advised, there may be an active project(s) adjacent to or within this project. The Engineer will coordinate the work of the Contractors. See Section 105.06.

1-3193 Coordination Contracts  
01/02/2012

## SPECIAL NOTE FOR PAVEMENT WEDGE AND SHOULDER SEPARATE OPERATION

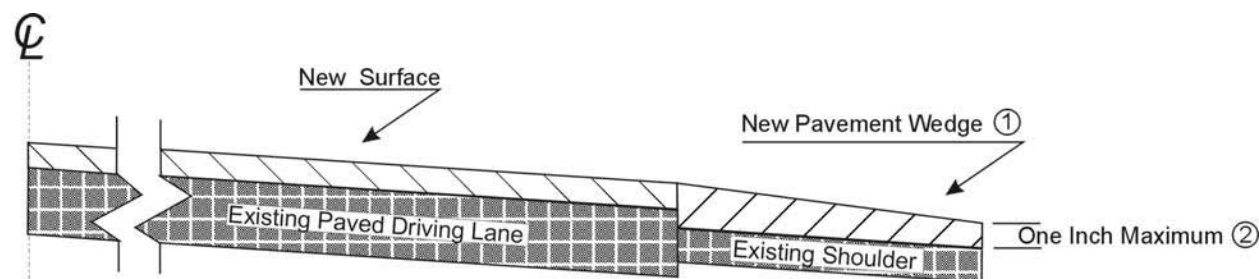
**1.0 MATERIALS.** Provide an Asphalt Mixture for Pavement Wedge conforming to Section 407 of the Standard Specifications or an Asphalt Surface Mixture conforming to Section 403 of the Standard Specifications, as applicable to the project, for the pavement wedge.

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

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

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

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



**3.0 MEASUREMENT.** The Department will measure Asphalt Mixture for Pavement Wedge or Asphalt Surface Mixture placed as the pavement wedge according to Sections 403 and 407 as applicable.

**4.0 PAYMENT.** The Department will make payment for the completed and accepted quantities of Asphalt Surface Mixtures placed as pavement wedge according to Section 403. The Department will make payment for the completed and accepted quantities of Asphalt Mixture for Pavement Wedge according to Section 407.

## **TRAFFIC CONTROL PLAN**

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### **TRAFFIC CONTROL GENERAL**

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

Contrary to Section 106.01, 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 and road closures will not be allowed.

During working hours when active operations are in progress, close road to through traffic. Submit a proposed road closure schedule to the Engineer for approval a minimum of seven (7) calendar days prior to proposed closure. The Engineer will not approve road closures on days when Bell County Kentucky or Claiborne County Tennessee Schools are in regular session. The Department will prepare a Public Information Plan. Notify the Engineer immediately and obtain approval of any deviations from the previously approved closure schedule.

Maintain local traffic during construction. If traffic should be stopped due to construction operations and a school bus or emergency vehicle on an official run arrives on the scene, make provisions for the passage of the bus or emergency vehicle as quickly as possible.

During periods when lane closures or shoulder closures are not in place, do not allow obstructions of any kind. Remove all construction equipment and vehicles from the work zone to an area outside the clear zone, remove or cover all inappropriate signs, and place all channelization devices behind the ditch line or at other locations approved by the Engineer.

### **LANE CLOSURES**

Maintain one lane of traffic in each direction during non-working hours. Do not leave lane closures in place during non-working hours. Maintain lane closures only during hours of actual operations. Reduce lane closures to a shoulder closure, or remove as appropriate, when active operations do not require a lane closure. The Engineer will allow shoulder closures during non-working hours; however do not park equipment or store materials on a closed shoulder during non-working hours.

Traffic Control Plan  
Paige 2 of 3

## **SIGNS**

Be responsible for advance warning signs, road closure signs, barricades, drums, work zone and pavement condition warning signs as shown on the Standard Drawings and additional signs as directed by the Engineer. If deemed necessary by the Engineer, the Department will erect and maintain detour signing.

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

## **CHANGEABLE MESSAGE SIGNS**

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

## **BARRICADES**

The Department will not measure Barricades used in lieu of barrels and cones for channelization or delineation of traffic, but shall be incidental to Maintain and Control Traffic according to Section 112.04.01. The Department will measure Barricades used for road closures and to protect pavement edge drop-offs according to Section 112.04.04.

## **PAVEMENT EDGE DROP-OFFS**

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

Less than 2" - No protection required.

2" to 4" - Place plastic drums, vertical panels, or barricades every 50 feet. During daylight hours, the Engineer will allow use of cones in lieu of plastic drums, panels, and barricades. When work is not active in the drop-off area(s), 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,

Greater than 4" - Place plastic drums, vertical panels, or barricades every 25 feet. Place Type III barricades in front of open trench facing oncoming traffic. Backfill trench with Channel Lining the same day trench is excavated. Wedge with cuttings from trenching with a 1:1 or flatter slope in daylight hours, or 1:3 or flatter slope during nighttime hours, when work is not active in the drop-off area.

Traffic Control Plan  
Paige 3 of 3

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

## **SPECIAL NOTE FOR EROSION CONTROL**

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### **I. DESCRIPTION**

Perform all erosion and water pollution control work in accordance with the Department's 2008 Standard Specifications, these notes, and interim Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions, and as directed by the Engineer. Section references are to the Standard Specifications. This work shall consist of:

(1) Developing and preparing a Best Management Practices Plan (BMP) tailored to suit the specific construction phasing for each site within the project; (2) Preparing the project site for construction, including locating, furnishing, installing, and maintaining temporary and/or permanent erosion and water pollution control measures as required by the BMP prior to beginning any earth disturbing activity on the project site; (3) Clearing and grubbing and removal of all obstructions as required for construction; (4) Removing all erosion control devices when no longer needed; (5) Restoring all disturbed areas as nearly as possible to their original condition; (6) Preparing seedbeds and permanently seeding all disturbed areas; (7) Providing a Kentucky Erosion Prevention and Sediment Control Program (KEPSC) qualified inspector; and (8) Performing any other work to prevent erosion and/or water pollution as specified by this contract, required by the BMP, or as directed by the Engineer.

### **II. MATERIALS**

Furnish materials in accordance with these notes, the Standard Specifications and interim Supplemental Specifications, and applicable Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions. Provide for all materials to be sampled and tested in accordance with the Department's Sampling Manual. Unless directed otherwise by the Engineer, 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.

### **III. CONSTRUCTION**

Be advised, these Erosion Control Plan Notes do not constitute a BMP plan for the project. Jointly with the Engineer, prepare a site specific BMP plan for each drainage area within the project in accordance with Section 213 and the supplemental specifications. Provide a unique BMP at each project site using good engineering practices taking into account existing site conditions, the type of work to be performed, and the construction phasing, methods and techniques to be utilized to complete the work. Be responsible for all erosion prevention, sediment control, and water pollution prevention measures required by the BMP for each site. Represent and warrant compliance with the Clean Water Act (33 USC Section 1251 et seq.), the 404 Permit, the 401 Water Quality

Erosion Control  
FD51 007-0186-000-001  
Page 2 of 4

Certification, and applicable state and local government agency laws, regulations, rules, specifications, and permits. Contrary to Section 105.05, in case of discrepancy between these notes, the Standard Specifications, interim Supplemental Specifications, Special and Special Notes, Standard and Sepia Drawings, and such state and local government agency requirements, adhere to the most restrictive requirement.

Conduct operations in such a manner as to minimize the amount of disturbed ground during each phase of the construction and limit the haul roads to the minimum required to perform the work. Limit open disturbed areas such that KPDES NOI and Storm Water Permits are not required. Preserve existing vegetation not required to be removed by the work or the contract. Seed and/or mulch disturbed areas at the earliest opportunity. Use silt fence, silt traps, temporary ditches, brush barriers, erosion control blankets, sodding, channel lining, and other erosion control measures in a timely manner as required by the BMP and as directed or approved by the Engineer. Prevent sediment laden water from leaving the project, entering an existing drainage structure, or entering a stream.

Provide for erosion control measures to be in place and functioning prior to any earth disturbance within a drainage area. Compute the volume and size of silt control devices necessary to control sediment during each phase of construction. Remove sediment from silt traps before they become a maximum of ½ full. Maintain silt fence by removing accumulated trappings and/or replacing the geotextile fabric when it becomes clogged, damaged, or deteriorated, or when directed by the Engineer. Properly dispose of all materials trapped by erosion control devices at approved sites off the right of way obtained by the Contractor at no additional cost to the Department (See Special Note for Waste and Borrow).

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

After all construction is complete, restore all disturbed areas in accordance with Section 212. completely remove all temporary erosion control devices not required as part of the permanent erosion control from the construction site. Prior to removal, obtain the Engineer's concurrence of items to be removed. Grade the remaining exposed earth (both on and off the Right-of-Way) as nearly as possible to its original condition, or as directed by the Engineer. Prepare the seed bed areas and sow all exposed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.

Erosion Control  
FD51 007-0186-000-001  
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#### IV. MEASUREMENT

**Erosion Control Blanket.** If required by the BMP, the Department will measure Erosion Control Blanket according to Section 212.04.07.

**Sodding.** If required by the BMP, the Department will measure Sodding according to Section 212.04.08.

**Channel Lining.** If required by the BMP, the Department will measure Channel Lining according to Sections 703.04.04-703.04.07.

**Erosion Control.** Contrary to Sections 212.04 and 213.04, other than Erosion Control Blankets, Sodding, and Channel Lining, the Department will measure Erosion Control as one lump sum. The Department will not measure developing, updating, and maintaining a BMP plan for each site; providing a KEPSC qualified inspector; locating, furnishing, installing, inspecting, maintaining, and removing erosion and water pollution control items; Roadway Excavation, Borrow Excavation, Embankment In Place, Topsoil Furnished and Placed, and Spreading Stockpiled Topsoil; Topdressing Fertilizer, Temporary and Permanent Seeding and Protection, Special Seeding Crown Vetch, and Temporary Mulch; Sedimentation Basin and Clean Sedimentation Basin, Silt Trap Type "A" and Clean Silt Trap Type "A"; Silt Trap Type "B" and Clean Silt Trap Type "B"; Silt Trap Type "C" and Clean Silt Trap Type "C"; Temporary Silt Fence and Clean Temporary Silt Fence; Plants, Vines, Shrubs, and Trees; Gabion and Dumped Stone Deflectors and Riffle Structures; Boulders; and Temporary Ditches and clean Temporary Ditches; and all other erosion and water pollution control items required by the BMP or the Engineer, but shall be incidental to Erosion Control.

#### V. Basis of Payment

**Erosion Control Blanket.** If not listed as a bid item, but required by the BMP, the Department will pay for Erosion Control Blankets as Extra Work according to Sections 104.03 and 109.04.

**Sodding.** If not listed as a bid item, but required by the BMP, the Department will pay for Sodding as Extra Work according to Sections 104.03 and 109.04.

**Channel Lining.** If not listed as a bid item, but required by the BMP, the Department will pay for Channel Lining as Extra Work according to Sections 104.03 and 109.04.

Erosion Control  
FD51 007-0186-000-001  
Page 4 of 4

**Erosion Control.** Contrary to Sections 212.05 and 213.05, other than Erosion Control Blanket, Sodding, and Channel Lining, payment at the Contract lump sum price for Erosion Control, shall be full compensation for all materials, equipment, labor and incidentals necessary to complete the erosion and water pollution control work as specified in these notes, Sections 212 and 213, the Supplemental Specifications, applicable Special Provisions and Special Notes, and Standard and Sepia Drawings, including but not limited to developing, updating, and maintaining a BMP plan for each site; providing a KEPSC qualified inspector; locating, furnishing, installing, inspecting, maintaining, and removing erosion and water pollution control items; Roadway Excavation, Borrow Excavation, Embankment In Place, Topsoil Furnished and Placed, and Spreading Stockpiled Topsoil; Topdressing Fertilizer, Temporary and Permanent Seeding and Protection, Special Seeding Crown Vetch, and Temporary Mulch; Sedimentation Basin and Clean Sedimentation Basin, Silt Trap Type "A" and Clean Silt Trap Type "A"; Silt Trap Type "B" and Clean Silt Trap Type "B"; Silt Trap Type "C" and Clean Silt Trap Type "C"; Temporary Silt Fence and Clean Temporary Silt Fence; Plants, Vines, Shrubs, and Trees; Gabion and Dumped Stone Deflectors and Riffle Structures; Boulders; and Temporary Ditches and clean Temporary Ditches; and all other erosion and water pollution control items required by the BMP or the Engineer

# Right-of-Way Certification Form

Revised 2/22/11

☒ Federal Funded

☒ Original

☐ State Funded

☐ Re-Certification

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

Date: 06-11-2012

Project Name: Restoration and Rehab

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

Project #: 007-0074-000-014

County: Bell

Item #: \_\_\_\_\_

Federal #: ER 5278014

Description of Project: Restoration and Rehab Tenn. line - Middlesboro

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

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

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

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

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

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

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

## Right-of-Way Certification Form

Revised 2/22/11

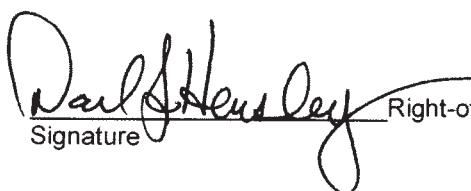
- ☐ **Condition 3.** The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. However, all remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. The KYTC is hereby requesting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

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

Approved:

**David J. Hensley**

Printed Name



Signature

Right-of-Way Supervisor

Approved:

Printed Name

Signature

KYTC, Director of ROW & Utilities

Approved:

Printed Name

Signature

FHWA, ROW Officer (when applicable)

# Right-of-Way Certification Form

Revised 2/22/11

Date: 06-11-2012

Project Name: Restoration and Rehab

Project #: 007 0074 000 014

Item #: \_\_\_\_\_

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

County: Bell

Federal #: ER 5278014

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

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

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

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

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

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

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

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

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

Form Effective Date: April 1, 2006

Last Revised: February 22, 2011

UTILITY NOTES

BELL COUNTY  
FD52 007 074 0.00-12.99  
KY. 74 (NON-RHP PROJECT)  
DRAINAGE/PAVEMENT RESTORATION

NOTE: DO NOT DISTURB THE FOLLOWING UTILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS:

These utility companies have facilities in the project area but have not been identified as impacted by the work scoped. The contractor and/or cabinet shall not disturb these facilities and shall make companies aware of work in proximity to their facilities.  
**Kentucky Utilities Company**, P.O. 337 Fourmile Ky. 40939 Attn: Mike Money, Engineer, Phone 606.337.0450  
**Delta Natural Gas Co.**, 3617 Lexington Road, Winchester Ky., 40391 Attn: Tom Conlee, Sr. Eng. Tech., 859.744.6171  
**AT&T Communications Inc.** 289 Wills Branch Road, Prestonsburg Ky. 41653 Attn: Jack Salyer 606.874.2715  
**Pineville Water System**, 151 N. Pine Street, Pineville Ky. 40977 Attn: Bill Bunch 606.337.6611  
**Water Service Coop of KY.**, 1221 Cumberland Avenue, Middlesboro Ky. 40965 Attn: James Leonard 606.248.5730 (Inside Middlesboro City Limits Only)

\*The Contractor is fully responsible for protection of all utilities listed above\*

THE FOLLOWING COMPANIES ARE RELOCATING/ADJUSTING THEIR UTILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

None applicable to this project.

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY A 3RD PARTY IN COORDINATION WITH THIS CONTRACT

None have been identified. However, the contractor should note that this work is not clearly scoped as it is maintenance and repair in nature. Due to the lack of detailed plan and scope, the Cabinet cannot guarantee that no utility coordination will be required. If utility relocations are discovered during project execution, the contractor shall cooperate with the relocation needs as a necessary part of the execution of such work.

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED AS INCLUDED IN THIS CONTRACT

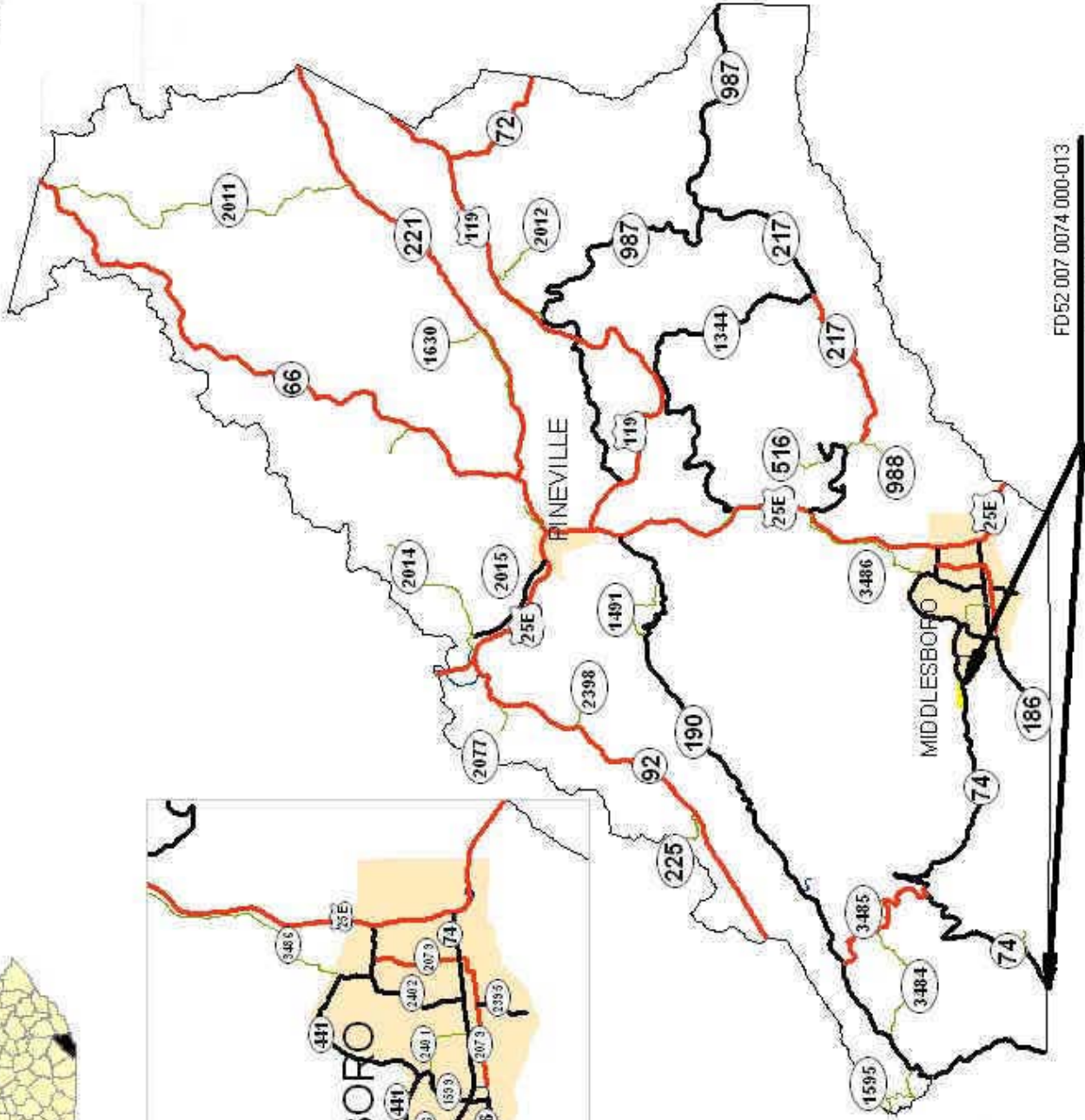
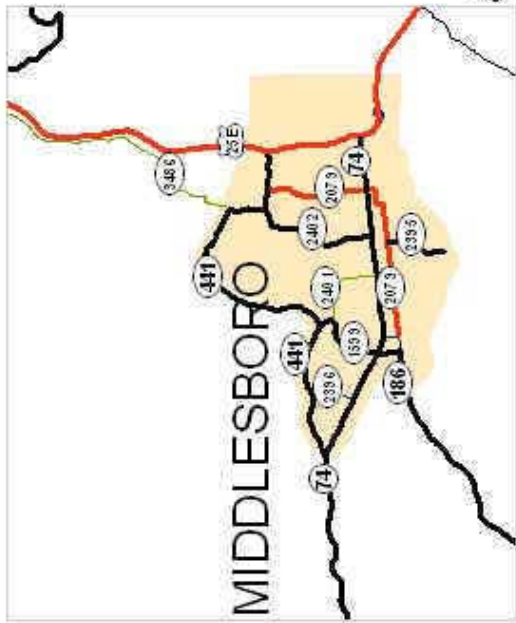
None applicable to this project.

BEFORE YOU DIG

The contractor is instructed to call 1-800-752-6007 to reach KY 811, the one-call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call Before-U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area.

*Please Note: The information presented in this Utility Note is informational in nature and the information contained herein is not guaranteed.*

DEPARTMENT OF HIGHWAYS  
MAP OF  
BELL COUNTY



FD52 007 0074 000-013  
ER 5278 (014)

WORK SITE SUMMARY

ITEM DESCRIPTION	UNIT	WORK SITE					
		TOTAL PROJECT	1	2	3	4	5
BEGIN MILEPOINT		0.000	0.000	3,280	6,560	8,300	9,384
END MILEPOINT		12.995	3,280	6,560	8,300	9,384	12,995
LENGTH	MILES	12.995	3,280	3,280	1,740	1,084	3,611
SIGNS	SF	350	175	0	0	0	175
CLASS 2 ASPHALT SURFACE	TON	2,100	530	530	281	175	584
CLASS 2 ASPHALT BASE	TON	11,000	2,776	2,776	1,473	918	3,057
LEVEL & WEDGE	TON	500	126	126	67	42	139
ASPHALT MIX PAVEMENT WEDGE	TON	1,900	480	480	254	158	528
GEOTEXTILE FABRIC TYPE IV	SY	22,485	3,153	4,425	7,311	1,278	6,318
CHANNEL LINING CLASS II	TON	8,432	1,183	1,659	2,742	479	2,369
CLASS A CONCRETE (PIPE HEADWALLS)	CY	13	13	0	0	0	0
CLASS B CONCRETE (SLUSH GROUT)	CY	1,249	175	246	406	71	351
UNCLASSIFIED EXCAVATION	CY	26,375	4,617	6,288	6,914	3,573	4,983
ALUMINUM STRUCTURAL PLATE BOX CULVERT	LF	34	34	0	0	0	0
OR STEEL STRUCTURAL PLATE BOX CULVERT	LF	34	34	0	0	0	0
OR PRECAST CONCRETE BOX CULVERT	LF	34	34	0	0	0	0
WITH CLASS A CONCRETE	CY	7.85	7.85	0	0	0	0
AND STEEL REINFORCEMENT	LB	483	483	0	0	0	0
FOUNDATION PREPARATION	LS	-	1	0	0	0	0
PAVEMENT STRIPING PERM PAINT - 4"	LF	50,000	12,620	12,620	6,695	4,171	13,894
PAVEMENT STRIPING TEMP PAINT - 4"	LF	50,000	12,620	12,620	6,695	4,171	13,894
CULVERT PIPE - 18"	LF	90	90	0	0	0	0
CULVERT PIPE - 24"	LF	30	30	0	0	0	0
DITCHING & SHOULDERING	LF	68,613	17,318	17,318	9,187	5,724	19,066
MAINTAIN AND CONTROL TRAFFIC	LS	-	1	1	1	1	1
BARRICADES TYPE III	EA	8	6	0	0	0	2
EROSION CONTROL	LS	-	1	1	1	1	1
STAKING	LS	-	1	1	1	1	1
ASPHALT ADJUSTMENT	\$	37,345	9,425	9,425	5,000	3,115	10,380
FUEL ADJUSTMENT	\$	23,980	6,010	6,250	2,840	2,280	6,600

CROSS DRAIN REPLACEMENT LOCATION SUMMARY

MILEPOINT	SIZE	LENGTH FEET	COVER HEIGHT FEET	CLASS A CONCRETE CY	STEEL REINFORCEMENT LBS	NOTES
0.157	8-9 x 2-6	34	2.50	0.00	0	Aluminum Structural Plate Box Culvert
	OR					
	9-8 x 2-7	34	2.50	0.00	0	Steel Structural Plate Box Culvert
	OR					
	6 x 3	34	2.50	7.85	483	Precast Concrete Box Culvert
0.205	18 in	30	3.00	3.00	0	
0.866	24 in	30	2.75	4.00	0	
1.203	18 in	30	3.50	3.00	0	
1.720	18 in	30	1.33	3.00	0	

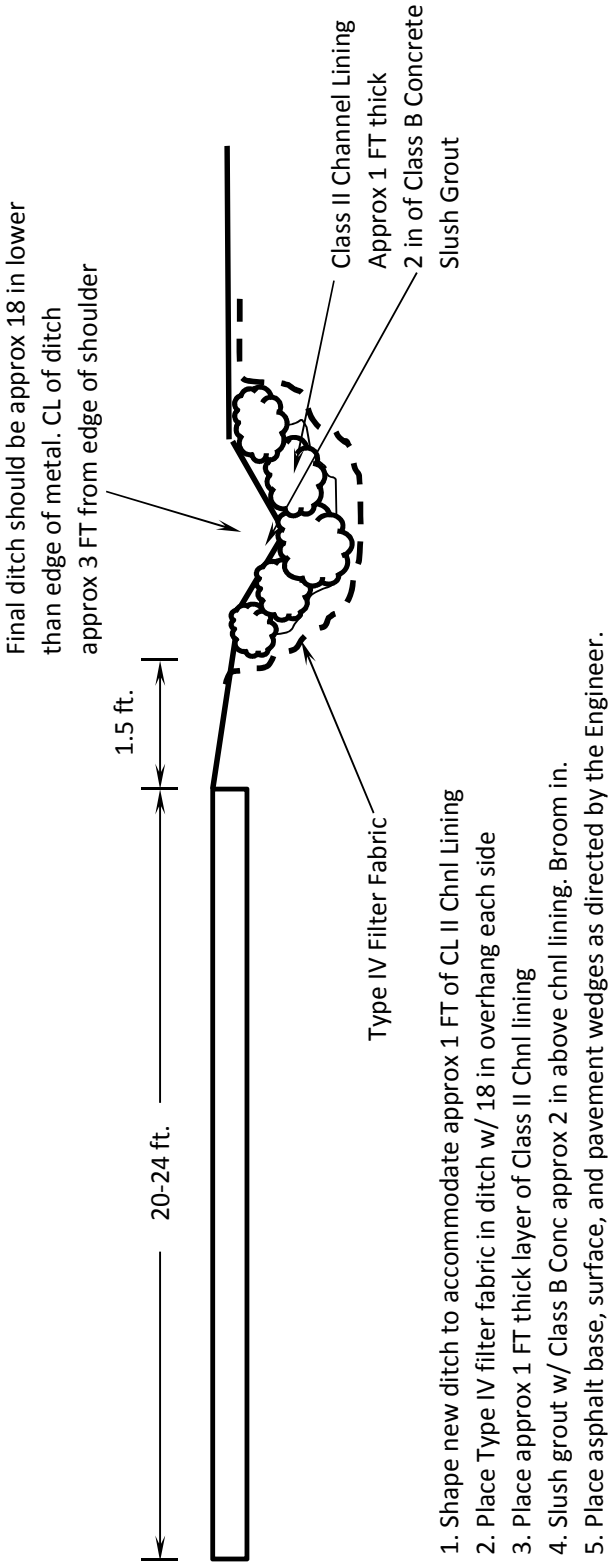
DITCH RESTORATION SUMMARY

	BEGIN MILEPOINT	END MILEPOINT
EASTBOUND	0.211	0.223
	6.593	6.678
	6.704	8.696
	8.839	9.000
	10.600	10.615
	10.710	10.739
	11.155	11.227
WESTBOUND	1.035	1.165
	1.475	1.550
	1.645	1.850
	1.925	2.095
	2.385	2.510
	2.686	2.810
	2.990	3.045
	3.394	3.591
	4.015	4.115
	5.610	6.570
	9.090	9.292
	9.325	10.100
	10.215	10.410
	10.526	10.595
	10.685	10.891
	10.936	11.020
	11.776	11.830
	11.879	11.894
	11.908	11.946
	11.977	12.003
	12.042	12.078
	12.118	12.194
	12.473	12.483
	12.515	12.560
	12.708	12.733
	12.754	12.779

UNCLASSIFIED EXCAVATION SUMMARY

EASTBOUND	BEGIN MILEPOINT	END MILEPOINT	WESTBOUND	BEGIN MILEPOINT	END MILEPOINT	NOTES
	6.620	6.670		1.075	1.100	1. EXCAVATION IS NOT LIMITED TO THESE LOCATIONS. 2. THE ENGINEER MAY DIRECT MINOR EXCAVATION OUTSIDE THE MILEPOINTS LISTED.
	6.700	7.475		1.255	1.355	
	7.520	7.620		1.520	1.535	
	7.658	7.860		1.610	1.650	
	7.907	7.970		1.710	1.880	
	7.993	8.140		2.040	2.300	
	8.180	8.300		2.530	2.640	
	8.370	8.430		2.755	2.790	
	8.480	8.838		2.850	2.930	
	8.858	9.010		3.072	3.100	
				3.145	3.180	
				3.250	3.325	
				3.445	3.615	
				3.673	3.760	
				3.905	4.335	
				4.505	4.670	
				4.755	4.825	
				4.882	5.105	
				5.145	5.515	
				5.680	5.775	
				5.850	6.565	
				8.775	8.810	
				9.132	9.280	
				9.330	9.480	
				9.500	10.540	
				10.615	11.015	
				11.690	11.855	
				11.975	12.270	

TYPICAL SECTION



**PART II**

**SPECIFICATIONS AND STANDARD DRAWINGS**

### **SPECIFICATIONS REFERENCE**

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2012* and *Standard Drawings, Edition of 2012 with the 2012 Revision*.

**Supplemental Specifications to the Standard Specifications for Road and  
Bridge Construction, 2012 Edition**

**(Effective with the August 17, 2012 Letting)**

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

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### **SPECIAL NOTE FOR ALUMINUM AND STEEL STRUCTURAL PLATE BOX CULVERTS**

This Special Note will apply when indicated on the plans or in the proposal. Section references herein are to the Department's 2012 Standard Specifications for Road and Bridge Construction.

**1.0 DESCRIPTION.** Furnish and install either an aluminum or a steel structural plate box culvert as the Contract specifies.

#### **2.0 MATERIALS.**

**2.1 Structure.** These structures consist of prefabricated sections assembled and erected at the site. Prefabricated sections consist of corrugated aluminum or steel plates, as the Contract specifies, which have been factory shaped, punched, and coated when required. The Department will not permit field modification except for tapping saddles or other devices to permit passage of other conduits or utilities through the structure. Furnish and install all auxiliary items such as ribs, wales, stiffeners, footing pads, etc. that the design requires. Furnish and install endwalls and toewalls when the plans require them. When endwalls are required, construct full height wing sections. Do not field bevel cut wing sections.

Before beginning erection, furnish to the Engineer applicable shop drawings, erection layouts, and manufacturer's brochures for submittal to the Division of Construction. Indicate the location of the drawing number, design load (as applicable), contract award year, and contractor stencils on the shop drawings. If a drawing number has not been assigned for the structure, obtain one from the Division of Structural Design. The Department will accept plates and accessories by certificate of compliance from the manufacturer. Upon completion of construction, submit to the Division of Structural Design an as-built set of structure plans and reviewed shop drawings in 22 inch by 36 inch Portable Document Format (PDF) for archiving.

**2.1.1 Aluminum Structure.** Obtain the aluminum structural plate box culvert, and aluminum endwalls or toewalls when required, from either Contech Construction Products or Lane Metal Products.

The Department will accept comparable aluminum structures produced by other companies when the Engineer approves. For such approval, submit sufficient data and design calculations to show that the proposed structures are equal in all respects to the Contech product and also include evidence of actual installations now in service that are performing satisfactorily. Design according to the current AASHTO LRFD Bridge Design Specifications, except design for KYHL-93 live load. The KYHL-93 live load is arrived at by increasing the standard AASHTO HL-93 truck and lane loads as specified in the AASHTO Specifications by 25%. Do not consider as a tunnel or tunnel liner plate for design. Before beginning erection, furnish the Engineer applicable shop drawings and structural design calculations performed, stamped, and signed by a qualified Professional Engineer licensed to practice in the State of Kentucky.

Use aluminum accessories and plates, of the plan specified thickness, that conforms to AASHTO M 219 or ASTM B 308 as applicable.

Where non-aluminum utilities are passed through, insulate with an aluminastic compound or approved equal, to prevent bi-metallic contact.

**2.1.2 Steel Structure.** Use either (1) Contech Construction Products'

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Multi-Plate Steel Box Culvert; or (2) Lane Metal Products Company's Low Profile Box Culvert.

The Department will accept comparable steel structures produced by other companies when the Engineer approves. For such approval, submit sufficient data and design calculations to show that the proposed structures are equal in all respects to those specified above and also include evidence of actual installations now in service that are performing satisfactorily. Design according to the current AASHTO LRFD Bridge Design Specifications, except design for KYHL-93 live load. The KYHL-93 live load is arrived at by increasing the standard AASHTO HL-93 truck and lane loads as specified in the AASHTO Specifications by 25%. Do not consider as a tunnel or tunnel liner plate for design. Before beginning erection, furnish the Engineer applicable shop drawings and structural design calculations performed, stamped, and signed by a qualified Professional Engineer licensed to practice in the State of Kentucky.

Use steel accessories and plates, of the plan specified thickness, that conform to AASHTO M 167 for galvanized steel.

**2.2 Asphalt Coating.** On all steel drainage structures, except those installed as railroad tunnels, cattle underpasses, bicycle or pedestrian underpasses, or similar dry conditions, apply an asphalt coating conforming to Subsection 806.06.

**2.3 Bedding Material.** Use granular material with 100% passing 1 inch sieve that conforms to Subsection 804.08. Bedding shall be placed at a minimum thickness of twice the corrugation depth.

**2.4 Backfill Material.** Select any of the following alternates and obtain the Engineers approval.

- 1) well graded or uniformly graded bank or creek gravel, crushed or uncrushed, up to 3 inches maximum size;
- 2) well graded or uniformly graded natural or crushed sand;
- 3) finely shot limestone or sandstone providing no individual fragment is larger than 3 inches and the material contains no more than 5 percent dirt and/or shale, as determined by visual inspection by the Engineer;
- 4) crushed stone or crushed slag up to 3 inches maximum size (except DGA or Size No. 610);
- 5) other locally available materials meeting the approval of the Engineer (local soils conforming to soil classifications A-2-4 or A-2-5 from AASHTO M 145 will be acceptable). Do not use plastic soils, or materials containing significant amounts of nondurable shale (SDI < 95 by KM 64-513); or
- 6) flowable fill conforming to Subsection 601.03.03, B), 5).

**2.5 Foundation Material.** Use material capable of supporting the imposed loads due to backfill weight and footing pressures of 2 tons per square foot.

### **3.0 CONSTRUCTION.**

**3.1 Technical Representative.** Provide a technical representative from the structure manufacturer to advise at the start of the project. Ensure the technical representative is available thereafter to assist in the event problems or special circumstances arise.

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Technical assistance shall be provided at no additional cost to the Department.

**3.2 Site Preparation.** Perform structure excavation according to Section 603, except as modified herein.

On structures with footing pads, excavate trenches 3 inches below the elevation shown on the plans, and level the bottom of the trench with 3 inches of bedding material before placing the footing pads.

On structures with a full metal invert, excavate the entire area covered by the invert plates to accommodate bedding material placement to a minimum thickness of twice the corrugation depth before placing the invert plates.

Take soundings for foundation design at the inlet and outlet of each culvert and at intervals no greater than 20 feet along the grade line of the bottom of the culvert, to a depth of one foot. Make soundings on the centerline and at each edge of the culvert. Where ledge rock, gravel, hardpan, or other unyielding material is encountered or known to exist within the limits stated, perform excavation in the area under the invert plates or footing pads. Extend the additional excavation to a depth of  $0.042 H$  below the bottom of the metal plates, where  $H$  is the height of fill above the top of the culvert. However, regardless of the height of fill, the Department will require the additional depth to be a minimum of one foot and will not require it to be more than  $0.75 H_c$ , where  $H_c$  is the total height of the culvert.

Backfill the additional excavation with an earth cushion of firmly compacted fine soils in layers of 6 inches or less, prior to placing the sand bedding layer.

Excavate cross trenches as necessary to place metal toewalls when the plans require them.

Excavate a minimum width of the outside dimension of the box culvert including footing pads or invert plates plus 6 inches on each side.

Proper bedding preparation is critical for satisfactory performance of the box culvert. Place the bed for footing pads or invert plates to uniform lines and grade to avoid distortions and undesirable stresses in the structure.

Construct concrete footings or bottom slabs in accordance with the plans and standard specifications.

**3.3 Installation.** Erect the culvert, and endwalls when required, in strict accordance with the manufacturer's recommendations. The Department will allow offsite assembly of the structure, provided prior approval is obtained, and assembly is in accordance with the manufacturer's instructions. Structural plates shall be assembled with their inside circumferential sheet laps pointing downstream. Align plates circumferentially to avoid permanent distortion from the specified shape. Ensure the width and height of the completed structure is within 2 percent of the specified dimensions or 2 inches, whichever is greater.

Tighten bolts in the erected structure according to the manufacturer's recommendations, with good seam laps, while in proper shape, using nuts and bolts the manufacturer supplies. Construct concrete footings and headwalls in accordance with the plans.

Install the ribs, wales, and toewalls when required, according to the manufacturer's recommendations.

In side-by-side installations, install the box culverts with footing pads or invert plates of each culvert no closer than 2 feet to the footing pads or invert plates of the adjacent culvert, unless the plans show otherwise. Excavate the entire volume between the culverts and place backfill.

**3.4 Backfill.** Proper placement and compaction of backfill are essential to obtain

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maximum strength and stability of the finished structure. Use equipment and construction procedures to prevent excessive structure distortion from occurring. The manufacturer of the structure will specify the magnitude of allowable shape changes during backfill. Monitor the shape of the structure to control distortion until all backfilling operations are completed.

On structures with concrete footing pads, backfill the trench for the pads to the flowline inside the culvert before outside backfilling begins.

Place granular backfill material in horizontal layers not exceeding 6 inches loose depth, and bring up uniformly on both sides of the structure. Compact each layer to the same level on all sides before proceeding to the next lift. Do not use compaction equipment or methods that produce earth pressures that cause distortion or damage. Place material on top of the structure at right angles to the centerline of the structure. Compact each layer of backfill to a density of at least 95 percent of the maximum density according to KM 64-511. The Department will determine the in-place density using nuclear gages. The Engineer may waive density testing when not feasible due to the nature of the material. When using flowable fill, place according to Subsection 601.03.09, C).

If the structure is not installed in a full depth trench, use backfill material for embankment adjacent to the structure for a distance equal to the span width on each side of the box culvert and to a height of 2 feet or subgrade elevation, whichever is lower, above the structure.

**3.5 Construction Loads.** Do not allow construction loads in excess of HS-20 vehicles to cross the completed box culvert unless it is internally braced. Design the support for such bracing so as not to impair the structural integrity or severely interfere with the hydraulics of the box culvert or its invert. Have the culvert manufacturer review the details of the bracing and submit them to the Engineer for approval.

**3.6 Headwalls.** Construct concrete headwalls, when required, according to the plans. Apply masonry coating to exposed surfaces of the headwalls when required by Subsection 601.03.18, B). When using an aluminum structure, coat aluminum surfaces that will be in contact with concrete with alumilastic compound or an approved equal prior to placing concrete.

#### **4.0 MEASUREMENT.**

**4.1 Structure Excavation.** The Department will measure Structure Excavation as Structure Excavation, Common or Structure Excavation, Solid Rock according to Subsection 206.04.03, except on the sides of the structure the volume will be bounded by vertical planes 6 inches outside the footing pads or invert plates and parallel thereto.

The Department will measure material necessary for backfill in excess of the material excavated as Borrow Excavation, Roadway Excavation, or Embankment-in-Place, as applicable.

The Department will measure granular material used to replace excavated material that is unsuitable for backfill as Borrow Excavation, Roadway Excavation, or Embankment-in-Place. The Department will not measure earthwork for payment when the bid item is Embankment-in-Place unless the unsuitable material is wasted.

The Department will not measure flowable fill for payment and will consider it incidental to the structure.

The Department will not measure bedding for payment and will consider it incidental to the structure.

**4.2 Aluminum Structural Plate Box Culvert.** The Department will measure the

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quantity in linear feet at each location. The Department will consider the number of linear feet in each installation to be the plan length, increased or decreased by authorized adjustments. The Department will not measure ribs, wales, stiffeners, footing pads, toewalls, endwalls, internal braces, or asphalt coating for payment and will consider them incidental to the structure.

**4.3 Steel Structural Plate Box Culvert.** See 4.2.

**4.4 Class A Concrete.** The Department will measure Class A Concrete in footings and headwalls according to Subsection 601.04.

**4.5 Reinforcement.** The Department will measure Steel Reinforcement in the footings and headwalls according to Subsection 602.04.

**5.0 PAYMENT.** The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
20694EN	Aluminum Structural Plate Box Culvert	Linear Foot
20695EN	Steel Structural Plate Box Culvert	Linear Foot
----	Structure Excavation, as classified	See Section 603.05
----	Concrete, Class	See Section 601.05
----	Steel Reinforcement	See Section 602.05

The Department will consider payment as full compensation for all work required in this note.

June 15, 2012

2012 STANDARD DRAWINGS THAT APPLY

CHANNEL LINING CLASS II AND III.....	RDD-040-04
CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS .....	RDI-001-09
CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS .....	RDI-002-04
CULVERT & STORM SEWER PIPE TYPES & COVER HEIGHTS .....	RDI-003-04
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
PIPE BEDDING FOR CULVERTS, ENTRANCE AND STORM SEWER PIPE .....	RDI-020-08
PIPE BEDDING FOR CULVERTS, ENTRANCE AND STORM SEWER REINFORCED CONC. PIPE .....	RDI-021
PIPE BEDDING, TRENCH CONDITION .....	RDI-025-04
PIPE BEDDING, TRENCH CONDITION REINFORCED CONC. PIPE.....	RDI-026
COATINGS, LININGS AND PAVINGS FOR NON-STRUCTURAL PLATE PIPE .....	RDI-035-01
FILL HEIGHTS FOR PRECAST REINFORCED CONCRETE BOX CULVERTS .....	RDI-100-04
BEDDING FOR PRECAST BOX CULVERTS, SEWERS, STORM DRAINS AND THEIR COMBINATIONS.....	RDI-120-03
TEMPORARY SILT FENCE.....	RDX-210-02
TEMPORARY SILT FENCE WITH WOVEN WIRE FENCE FABRIC .....	RDX-215
SILT TRAP - TYPE A.....	RDX-220-04
SILT TRAP - TYPE B .....	RDX-225
SILT TRAP - TYPE C .....	RDX-230
CURVE WIDENING AND SUPERELEVATION TRANSITIONS .....	RGS-001-06
MISCELLANEOUS STANDARDS PART I .....	RGX-001-05
APPROACHES, ENTRANCES, AND MAIL BOX TURNOUT .....	RPM-110-06
NETTING .....	RRE-002-04
LANE CLOSURE TWO-LANE HIGHWAY CASE I.....	TTC-100-03
LANE CLOSURE TWO-LANE HIGHWAY CASE II.....	TTC-105-02
SHOULDER CLOSURE.....	TTC-135-01
POST SPLICING DETAIL .....	TTD-110-01
PAVEMENT CONDITION WARNING SIGNS.....	TTD-125-01
MOBILE OPERATION FOR PAINT STRIPING CASE I.....	TTS-100-01
MOBILE OPERATION FOR PAINT STRIPING CASE II .....	TTS-105-01

**STANDARD DRAWINGS  
HEADWALL SUPPLEMENT THAT APPLY**

CONCRETE HEADWALLS FOR 12” - 27” CIRCULAR PIPE CULVERTS ..... RDH-005-02

PRECAST BOX CULVERT HEADWALLS - 0° SKEW (BOX RISE LESS THAN 6’ - 0”)  
(LAYOUT AND STEEL PATTERN) ..... RDH-1000-02

DIMENSIONS 3’ X 2’ – 6’ X 6’ HEADWALLS, PRECAST BOX CULVERT - 0° SKEW RDH-1100-02

BILL OF REINFORCEMENT 3’ X 2’ – 7’ X 4’ HEADWALLS, PRECAST BOX CULVERTS -  
0° SKEW ..... RDH-1300-03

## **PART III**

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

FHWA-1273 -- Revised May 1, 2012

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

### ATTACHMENTS

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

### I. GENERAL

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

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

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

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

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

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

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

### II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

#### 1. Minimum wages

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

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

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

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

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

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

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

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

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

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

##### **b. Trainees (programs of the USDOL).**

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

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

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

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

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

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

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

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

**VII. SAFETY: ACCIDENT PREVENTION**

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

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

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

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

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

- 1. **Instructions for Certification – First Tier Participants:**
  - a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
  - b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

provide apprenticeship or other training.

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

REVISED: 12-3-92

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (6) provides:

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

KRS 11A.040 (8) states:

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

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

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

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

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

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

General Decision Number: KY120128 08/10/2012 KY128

Superseded General Decision Number: KY20100215

State: Kentucky

Construction Type: Highway

Counties: Adair, Barren, Bell, Breathitt, Casey, Clay, Clinton, Cumberland, Estill, Floyd, Garrard, Green, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lincoln, Magoffin, Martin, McCreary, Menifee, Metcalfe, Monroe, Morgan, Owsley, Perry, Pike, Powell, Pulaski, Rockcastle, Russell, Taylor, Wayne, Whitley and Wolfe Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/06/2012
1	05/25/2012
2	08/10/2012

\* SUKY2010-164 07/12/2010

	Rates	Fringes
BRICKLAYER.....	\$ 22.90	8.50
CARPENTER		
Carpenter.....	\$ 21.40	8.50
Piledriverman.....	\$ 21.05	8.50
CEMENT MASON/CONCRETE FINISHER...	\$ 21.25	8.50
ELECTRICIAN.....	\$ 29.36	10.55
When required to work from bosum chairs on bridges where subject to direct fall, escept when using JLG's and bucket trucks up to 75 feet: Add 25% to base rate for 50 to 75 feet, and 50% over 75 feet.		
IRONWORKER.....	\$ 24.99	18.22
LABORER		
(01) General Laborer, Flagman, Steam Jenny.....	\$ 19.45	8.50
(02) Batch Truck Dumper, Deck Hand or Scow Man, Hand Blade Operator.....	\$ 19.70	8.50
(03) Power Driven Tool Operator: Wagon Drill, Chain Saw, Sand Blaster, Concrete Chipper, Pavement Breaker, Vibrator, Power		

Wheelbarrow, Power Buggy, Sewer Pipe Layer, Bottom Men, Dry Cement Handler, Concrete Rubber, Mason Tender.....	\$ 19.80	8.50
(04) Asphalt Lute and Rakerman, Side Rail Setter..	\$ 19.85	8.50
(05) Gunnite Nozzxleman, Gunnite Operator.....	\$ 19.95	8.50
(06) Tunnel Laborer (Free Air).....	\$ 20.00	8.50
(07) Tunnel Mucker (Free Air).....	\$ 20.05	8.50
(08) Tunnel Miner, Blaster and Driller (free Air).....	\$ 20.40	8.50
(09) Caisson Worker.....	\$ 20.95	8.50
(10) Powderman.....	\$ 21.05	8.50
(11) Drill Operator of Percussion Type Drills powered and propelled by an independent air supply...	\$ 22.25	8.50
PAINTER		
All Excluding Bridges.....	\$ 19.92	9.57
Bridges.....	\$ 23.92	10.07
PLUMBER.....	\$ 22.52	7.80
POWER EQUIPMENT OPERATOR:		
GROUP 1.....	\$ 24.10	8.50
GROUP 2.....	\$ 21.20	8.50
GROUP 3.....	\$ 21.40	8.50
GROUP 4.....	\$ 20.79	8.50
POWER EQUIPMENT OPERATOR CLASSIFICATIONS:		
GROUP 1: 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, Elevating Grader and all types of Loaders, Hoe-type Machine, Hoisting Engine, Locomotive, LeTourneau or carry-all scoop, Bulldozer, Mechanic, Orangepeel Bucket, Piledriver Operator, Power Blade, Roller (Bituminous), Roller (earth), Roller (Rock), Scarifier, Shovel, Tractor Shovel, Truck Crane, Well Point, Winch Truck, Push Dozer, Grout Pump, High Lift, Fork Lift (regardless of lift height), all types of Boom Cats, Multiple Operator, Core Drill, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Grade-All, Hoist,m Hyster, Material Pump, Pumpcrete, Ross Carrier, Sheepfoot, Sideboom, Throttle-Valve man, Rotary Drill, Power Generator, Mucking Machine, Rock Spreader attached to Equipment, Scoopmobile, KeCal Loader, Tower Cranes, Hydrocrane, Tugger, Backfiller Gurries, Self-propelled Compactor, Self-Contained Hydraulic Percussion Drill		
GROUP 2: All Air Compressors (200 cu ft/min or greater), Bituminous Mixer, Concrete Mixer (under 212 cu ft), Welding Machine, Form Grader, Tractor (50 hp and over), Bull Float, Finish Machine, Outboard Motor Boat, Brakeman, Mechanic Tender, Whirly Oiler, Tract-air, Road Widening Trencher, Articulating Trucks		

GROUP 3: Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4: Bituminous Distributor, Cement Gun, Conveyor, Mud Jack, Paving Joint Machine, Pump, Tamping Machine, Tractor (under 50 hp), Vibrator, Oiler, Air Compressor (under 200 cu ft per minute), Concrete Saw, Burlap and Curing Machine, Hydro Seeder, Power Form Handling Equipment, Deckhand Oiler, hydraulic Post Driver

SHEET METAL WORKER.....\$ 20.40 7.80

TRUCK DRIVER

(01) Truck Tender and Warehouseman.....	\$ 19.70	8.50
(02) Driver, Winch Truck and A-Frame when used in Transporting Materials.....	\$ 19.80	8.50
(03) Driver (Semi-trailer or Pole Trailer), Driver (Dump Truck, Tandem Axle), Driver of Distributor.....	\$ 19.90	8.50
(04) Driver on Mixer Trucks (all types).....	\$ 19.95	8.50
(05) Truck Mechanic.....	\$ 20.00	8.50
(06) Driver (3 tons and under), Tire Changer, Truck Mechanic Tender.....	\$ 20.03	8.50
(07) Driver on Pavement Breakers.....	\$ 20.05	8.50
(08) Driver (over 3 tons), Driver (Truck Mounted Rotary Drill).....	\$ 20.24	8.50
(09) Driver, Euclid and other Heavy Earth Moving Equipment.....	\$ 20.81	8.50
(10) Greaser on greasing facilities.....	\$ 20.90	8.50

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

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

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

order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION

KENTUCKY LABOR CABINET  
PREVAILING WAGE DETERMINATION  
CURRENT REVISION  
HIGHWAY CONSTRUCTION LOCALITY NO. II

Determination No. CR-III-II-HWY

Project No.  
Highway

Date of Determination: September 5, 2012

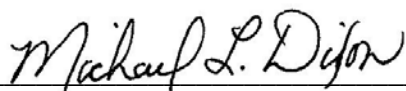
This schedule of the prevailing rate of wages for Locality No. II including the counties of ADAIR, BARREN, BELL, BREATHITT, CASEY, CLAY, CLINTON, CUMBERLAND, ESTILL, FLOYD, GARRARD, GREEN, HARLAN, HART, JACKSON, JOHNSON, KNOTT, KNOX, LAUREL, LAWRENCE, LEE, LESLIE, LETCHER, LINCOLN, MCCREARY, MAGOFFIN, MARTIN, MENIFEE, METCALFE, MONROE, MORGAN, OWSLEY, PERRY, PIKE, POWELL, PULASKI, ROCKCASTLE, RUSSELL, TAYLOR, WAYNE, WHITLEY, and WOLFE has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-III-II-HWY.

The following schedule of rates is to be used for highway construction projects advertised or awarded by the Kentucky Transportation Cabinet. This includes any contracts for the relocation of any utilities or other incidental construction projects advertised or awarded by public authorities as a result of the highway construction project.

Apprentices or trainees shall be permitted to work in accordance with Administrative Regulations adopted by the Commissioner of the Department of Workplace Standards. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) hours per day, or in excess of forty (40) hours per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

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 registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.



Michael Dixon, Commissioner  
Department of Workplace Standards

CLASSIFICATIONS	RATE AND FRINGE BENEFITS	
<b>BOILERMAKERS:</b>	BASE RATE	\$24.65
	FRINGE BENEFIT	12.94
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<b>BRICKLAYERS:</b>		
Bricklayers:	BASE RATE	\$22.90
	FRINGE BENEFITS	8.00
Stone Mason:	BASE RATE	\$21.50
	FRINGE BENEFITS	8.50
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<b>CARPENTERS:</b>		
Carpenters:	BASE RATE	\$23.71
	FRINGE BENEFITS	13.50
Piledrivers:	BASE RATE	\$23.96
	FRINGE BENEFITS	13.50
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<b>CEMENT MASONS:</b>	BASE RATE	\$21.25
	FRINGE BENEFITS	8.50
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<b>ELECTRICIANS:</b>	*BASE RATE	\$29.36
	FRINGE BENEFITS	10.55
<p>*When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where 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>		
LINEMAN:	*BASE RATE	\$30.09
	FRINGE BENEFITS	10.94
EQUIPMENT OPERATOR:	*BASE RATE	\$26.90
	FRINGE BENEFITS	10.31
GROUNDSMAN:	*BASE RATE	\$17.79
	FRINGE BENEFITS	8.51
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<b>IRONWORKERS:</b>	BASE RATE	\$ 26.34
	FRINGE BENEFITS	18.54
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CLASSIFICATIONS

RATE AND FRINGE BENEFITS

LABORERS:

GROUP 1: Aging and curing of concrete (any mode or method), asbestos abatement worker, asphalt plant laborers, asphalt laborers; batch truck dumpers; carpenter tenders, cement mason tenders, cleaning of machines, concrete laborers, demolition laborers, dredging laborers, drill helper, environmental laborer - nuclear, radiation, toxic and hazardous waste – Level D, flagmen, grade checkers, all hand digging and hand back filling, highway marker placers, landscaping laborers, mesh handlers and placers, puddler, railroad laborers, rip-rap and grouters, right of way laborers, sign, guard rail and fence installers (all types), signalmen, sound barrier installer, storm and sanitary sewer laborers, swampers, truck spotters and dumpers, wrecking of concrete forms, general cleanup:

HEAVY & HIGHWAY	BASE RATE	\$21.15
	FRINGE BENEFITS	11.41

GROUP 2: Batter board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, scaffold builders, burner and welder, bushammers, chain saw operator, concrete saw operators, deckhand scow man, dry cement handlers, environmental laborers – nuclear, radiation, toxic and hazardous waste – Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers – laser operators (non-metallic), plastic pipe fusion, power driven Georgia buggy and wheel barrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

HEAVY & HIGHWAY	BASE RATE	\$21.40
	FRINGE BENEFITS	11.41

GROUP 3: Air track driller (all types), asphalt luteman and rakersm gunnite nozzleman, gunnite operators and mixers, grout pump operator, powderman and blaster, side rail setters, rail paved ditches, screw operators, tunnel laborers (free air), and water blasters:

HEAVY & HIGHWAY	BASE RATE	\$21.45
	FRINGE BENEFITS	11.41

GROUP 4: Caisson workers (free air), cement finishers, environmental laborer – nuclear, radiation, toxic and hazardous waste – Level A and B, miners and drillers (free air), tunnel blasters, and tunnel mockers (free air), directional and horizontal boring, air track drillers (all types), powder man and blasters, troxler and concrete tester if laborer is utilized:

HEAVY & HIGHWAY	BASE RATE	\$22.05
	FRINGE BENEFITS	11.41

OPERATING ENGINEERS:

Group A-1:  
NCCCO or OECP Certified; Crane, dragline, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), orangepeel, overhead crane, piledriver, truck crane, tower crane, hydraulic crane:

BASE RATE	\$28.40
FRINGE BENEFITS	13.40

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

Group A:  
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 for hoisting any building material), elevating grader and all types of loaders, 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), all types of boom cats, multiple operator, core drill, tow or push boat, A-Frame winch truck, concrete paver, gradeall, hoist, hyster, material pump, pumpcrete, ross carrier, sheepfoot, sideboom, throttle-valve man, rotary drill, power generator, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, tugger, backfiller guries, self-propelled compactor, self-contained hydraulic percussion drill:

BASE RATE\$27.35

FRINGE BENEFITS13.40

Group B:  
All air compressors (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, mechanic helper, whirly oiler, tractair and road widening trencher, articulating trucks:

BASE RATE\$24.87

FRINGE BENEFITS13.40

Group B2:  
Greaser on grease facilities servicing heavy equipment:

BASE RATE\$25.26

FRINGE BENEFITS13.40

Group C:  
Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, pump, tamping machine, tractors (under 50 H.P.), vibrator, oiler, air compressors (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\$24.60

FRINGE BENEFITS13.40

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**PAINTERS:**

All Excluding Bridges:

BASE RATE\$19.92

FRINGE BENEFITS9.57

Bridges:

BASE RATE\$23.92

FRINGE BENEFITS10.07

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<u>CLASSIFICATIONS</u>	<u>RATE AND FRINGE BENEFITS</u>	
<b>PLUMBERS:</b>	BASE RATE	\$22.52
	FRINGE BENEFITS	7.80
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<b>SHEET METAL:</b>	BASE RATE	\$20.40
	FRINGE BENEFITS	7.80
-----		
<b>TRUCK DRIVERS:</b>		
Truck helper and warehouseman:	BASE RATE	\$22.82
	FRINGE BENEFITS	13.50
Driver, winch truck and A-Frame when used in transporting materials:	BASE RATE	\$23.21
	FRINGE BENEFITS	13.50
Driver, (semi-trailer or pole trailer), driver (dump truck, tandem axle), driver of distributor:	BASE RATE	\$23.11
	FRINGE BENEFITS	13.50
Driver on mixer trucks (all types):	BASE RATE	\$23.14
	FRINGE BENEFITS	13.50
Truck mechanic:	BASE RATE	\$23.11
	FRINGE BENEFITS	13.50
Driver (3 tons and under), tire changer and truck mechanic helper:	BASE RATE	\$22.93
	FRINGE BENEFITS	13.50
Driver on pavement breakers:	BASE RATE	\$23.21
	FRINGE BENEFITS	13.50
Driver (over 3 tons), driver (truck mounted rotary drill):	BASE RATE	\$23.11
	FRINGE BENEFITS	13.50
Driver, Euclid and other heavy earth moving equipment and Low Boy:	BASE RATE	\$23.21
	FRINGE BENEFITS	13.50
Greaser on greasing facilities:	BASE RATE	\$22.93
	FRINGE BENEFITS	13.50
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Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

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

**NOTE: Both Kentucky Determination No. CR-III-II-HWY and Federal Decision No. KY120128 dated August 10, 2012 apply to this project. Both sets of wage rates are included. If there is a difference in the two wages for the same classification, the Contractor is required to pay the higher of the two listed wages.**

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

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

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

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

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. Wage violations or questions should be directed to the designated Engineer or the undersigned.

Ryan Griffith, Director  
Division of Construction Procurement  
Frankfort, Kentucky 40622

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
4.5%	6.9%

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

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

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

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

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

## **PART IV**

## **INSURANCE**

## INSURANCE

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

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

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

**PART V**

**BID ITEMS**

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
FRANKFORT, KY 40622

CONTRACT ID: 122446  
COUNTY: BELL  
PROPOSAL: ER 5278 014

PAGE: 1  
LETTING: 10/19/12  
CALL NO: 105

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
SECTION 0001 ROADWAY					
0010	00190	LEVELING & WEDGING PG64-22	500.000 TON		
0020	00203	CL2 ASPH BASE 1.50D PG64-22	11,000.000 TON		
0030	00263	ASPHALT MIX FOR PAVEMENT WEDGE	1,900.000 TON		
0040	00301	CL2 ASPH SURF 0.38D PG64-22	2,100.000 TON		
0050	00462	CULVERT PIPE-18 IN	90.000 LF		
0060	00464	CULVERT PIPE-24 IN	30.000 LF		
0070	02014	BARRICADE-TYPE III	8.000 EACH		
0080	02483	CHANNEL LINING CLASS II	8,432.000 TON		
0090	02555	CONCRETE-CLASS B SLUSH GROUT	1,249.000 CUYD		
0100	02562	SIGNS	350.000 SQFT		
0110	02575	DITCHING AND SHOULDERING	68,613.000 LF		
0120	02599	FABRIC-GEOTEXTILE TYPE IV	22,485.000 SQYD		
0130	02650	MAINTAIN & CONTROL TRAFFIC SITE 1	( 1.00) LS		
0140	02650	MAINTAIN & CONTROL TRAFFIC SITE 2	( 1.00) LS		
0150	02650	MAINTAIN & CONTROL TRAFFIC SITE 3	( 1.00) LS		
0160	02650	MAINTAIN & CONTROL TRAFFIC SITE 4	( 1.00) LS		
0170	02650	MAINTAIN & CONTROL TRAFFIC SITE 5	( 1.00) LS		
0180	06510	PAVE STRIPING-TEMP PAINT-4 IN	50,000.000 LF		
0190	06514	PAVE STRIPING-PERM PAINT-4 IN	50,000.000 LF		
0200	08003	FOUNDATION PREPARATION	( 1.00) LS		

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
FRANKFORT, KY 40622

CONTRACT ID: 122446  
COUNTY: BELL  
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PAGE: 2  
LETTING: 10/19/12  
CALL NO: 105

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
0210	08100	CONCRETE-CLASS A 18" & 24" HEADWALLS	13.000 CUYD		
0220	10020NS	FUEL ADJUSTMENT	23,980.000 DOLL	1.00	23,980.00
0230	10030NS	ASPHALT ADJUSTMENT	37,345.000 DOLL	1.00	37,345.00
0240	23326EC	EXCAVATION-UNCLASSIFIED	26,375.000 CUYD		
0250 AA1	20694EN	ALUMINUM STRUCTURAL PLATE BOX CULVERT 8'-9" X 2'-6" WITH HEADWALLS	34.000 LF		
0260 AA2	20695EN	STEEL STRUCTURAL PLATE BOX CULVERT 9'-8" X 2'-7" WITH HEADWALL	34.000 LF		
0270 AA3	08100	CONCRETE-CLASS A PRECAST BOX CULVERT HEADWALLS	7.850 CUYD		
0280 AA3	08150	STEEL REINFORCEMENT	483.000 LB		
0290 AA3	24496ED	PRECAST BOX CULVERT 6'X3'	34.000 LF		
SECTION 0002 DEMOBILIZATION					
0300	02569	DEMOBILIZATION (AT LEAST 1.5%)	LUMP		
		TOTAL BID			