



CALL NO. 109

CONTRACT ID. 124023

LAUREL COUNTY

FED/STATE PROJECT NUMBER HSIP 5153 (004)

DESCRIPTION WEST 5TH STREET (KY 1006)

WORK TYPE GRADE & DRAIN

PRIMARY COMPLETION DATE 4/30/2013

LETTING DATE: August 17, 2012

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME August 17, 2012. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

DBE CERTIFICATION REQUIRED - 6%

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

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PART I

SCOPE OF WORK

CONTRACT ID - 124023

ADMINISTRATIVE DISTRICT - 11

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - LAUREL

PCN - 1106310061201

HSIP 5153 (004)

WEST 5TH STREET (KY 1006) FALLS STREET (MP 6.505) EXTENDING EAST TO COLLEGE STREET (MP 6.549), A DISTANCE OF 0.04 MILES. GRADE & DRAIN. SYP NO. 11-00918.00.

GEOGRAPHIC COORDINATES LATITUDE 37°07'32" LONGITUDE 84°05'20"

AVERAGE DAILY TRAFFIC - 8180

AVERAGE MAINLINE WIDTH - 24.0 FEET

COMPLETION DATE(S):

COMPLETION DATE - April 30, 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)

The Bidder must download the bid file located on the Bid Express website (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. 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). The answers provided shall be considered part of this Special Note and, in case of a discrepancy, will govern over all other bidding documents.

ACCESS TO RECORDS

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

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

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

10/18/2011

FEDERAL CONTRACT NOTES

The Kentucky Department of Highways, in accordance with the Regulations of the United States Department of Transportation 23 CFR 635.112 (h), hereby notifies all bidders that failure by a bidder to comply with all applicable sections of the current Kentucky Standard Specifications, including, but not limited to the following, may result in a bid not being considered responsive and thus not eligible to be considered for award:

102.02 Current Capacity Rating 102.10 Delivery of Proposals
102.08 Irregular Proposals 102.14 Disqualification of Bidders
102.09 Proposal Guaranty

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

FHWA 1273

Contrary to Paragraph VI of FHWA 1273, contractors on National Highway System (NHS) projects of \$1 million or more are no longer required to submit Form FHWA-47.

Contrary to Form FHWA-1273, Section V, paragraph 2.b personal addresses and full social

security numbers (SSN) shall not be included on weekly payroll submissions by contractors and subcontractors. Contractors and subcontractors shall include the last four digits of the employee's SSN as an individually identifying number for each employee on the weekly payroll submittal. This in no way changes the requirement that contractors and subcontractors maintain complete SSN and home addresses for employees and provide this information upon request of KYTC, FHWA, and the U.S. Department of Labor.

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

The Disadvantaged Business Enterprise (DBE) goal established for this contract, as listed on the front page of the proposal, is the percentage of the total value of the contract.

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 63-35 DBE, within 10 days of the letting. This is necessary before the Awards Committee will review and make a recommendation. **The project will not be considered for award prior to submission and approval of the apparent low bidder’s DBE Plan/Subcontractor Request.**

The DBE Participation Plan shall include the following:

- 1 Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2 Description of the work each is to perform including the work item , unit, quantity, unit price and total amount of the work to be performed by the individual DBE. The Project Code Number (PCN), Category Number, and the Project Line Number can be found in the “material listing” on the Construction Procurement website under the specific letting;
- 3 The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows; a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
 - The entire expenditure paid to a DBE manufacturer;
 - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
 - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4 Written and signed documentation of the bidder’s commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5 Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor’s commitment.

UPON AWARD AND BEFORE A WORK ORDER WIL BE ISSUED

Contractors must submit the signed subcontract between the contractor and the DBE contractor, the DBE’s certificate of insurance, and an affidavit for bidders, offerors, and contractors from the DBE to the Division of Construction Procurement. The affidavit can be found on the Construction Procurement website. If the DBE is a supplier of materials for the project, a signed purchase order and an affidavit for bidders, offerors, and contractors must be submitted to the Division of Construction Procurement.

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

the bid, and/or other circumstances beyond the control of the prime contractor.

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited.

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

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

- 1 Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
- 2 Whether the bidder provided solicitations through all reasonable and available means;
- 3 Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
- 4 Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
- 5 Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
- 6 Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 7 Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any

rejection should be so noted in writing with a description as to why an agreement could not be reached;

8 Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;

9 Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;

10 Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

Payment information that needs to be reported includes date the payment is sent to the DBE, check number, Contract ID, amount of payment and the check date. Before Final Payment is made on this contract, the Prime Contractor will certify that all payments were made to the DBE subcontractor and/or DBE suppliers.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at:

<http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx>

Photocopied payments and completed form to be submitted to: Office of Civil Rights and Small Business Development 6th Floor West 200 Mero Street Frankfort, KY 40622

DEFAULT OR DECERTIFICATION OF THE DBE

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and

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

09/14/11

SURFACING AREAS

Mainline surfacing width is estimated to be ____24____ feet.

Total mainline area to be surfaced is estimated to be __1400__ square yards.

Shoulder width is estimated to be ____0____ feet on each side.

Total shoulder area to be surfaced is estimated to be ____0____ 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.

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 CONSTRUCTION NOTES

I. Description

Except as specified in these notes, perform all work according to the Department's current edition of the Kentucky Standard Specification, applicable special Provisions and Special Notes, Standard Drawings and Sepia Drawings, and any drawings found else where in this proposal. Article references are to the Standard Specifications.

Furnish all materials, labor and equipment for the following work: (1) Remove Sidewalk; (2) Storm/Sewer Drain Construction; (3) Embankment; (4) Curb Removal; (5) Curb & Gutter Construction; (6) Asphalt resurfacing; (7) Maintaining and controlling Traffic; and (8) All other work specified as part of this contract.

II. Materials

Except as specified in these notes or on these drawings, all materials will be according to the Standard Specifications and applicable Special Provisions and Special Notes. The Department will sample and test all materials according to the Department's sampling Manual and the Contractor will have the materials available for sampling a sufficient time in advance of their 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. Storm Drain Construction. Use Storm Sewer Pipe for all drainage pipe construction. Assume a PH level between 5 – 9 and a cover height between 2 – 5 feet. All drainage boxes shall be constructed from an approved source or field constructed using class A concrete.

C. Sewer Line Construction. See Special Notes for Utility Relocation Agreement.

D. Embankment. It is the contractor's responsibility to locate a borrow area and provide embankment as outlined for the project. The embankment shall be free of debris, vegetation and boulders. The embankment shall be compacted as outlined in the Kentucky Standard Specifications.

E. Sidewalk-4 Inch Concrete. Prepare the sidewalk subgrade and construct the sidewalk as outlined in section 505 of the Kentucky Standard Specifications. Construct the sidewalks 4-foot in width using class A concrete. The sidewalk joint spacing shall not exceed the width of the sidewalk. Sidewalk ramps and detectable warning shall be constructed as outlined in the plans.

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F. Curb & Gutter. The curb & gutter shall be constructed using class A concrete. The curb & gutter shall be constructed on a compacted DGA Base subgrade. The curb & gutter will be constructed as a standard 2-foot curb & gutter.

G. Asphalt Resurfacing. CL2 Asph Surf 0.38B PG64-22 asphalt mixture shall be used for this project. The density requirements shall be Option B. Construction methods shall conform to section 400 of the Kentucky Standard Specifications.

III. Construction Methods

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

B. Site Preparation. The Contractor is responsible for all site preparation. This item will include, but is not limited to, incidental clearing & grubbing prior to the embankment construction. Removal of bituminous pavement; removal of all obstructions or any other items; disposal of materials; sweeping and removal of debris; shoulder preparation and restoration, temporary and permanent erosion and pollution control; and all incidentals. Site preparation will be only as approved or directed by the Engineer. Other than the bid items listed, no direct payment will be made for site preparation, but will be incidental to the other items of work.

C. Storm Drainage Construction. Remove the existing storm drain pipes. Removal of the existing pipes shall be incidental to the construction of the new drainage system. Tie new 18-inch storm sewer pipe to the existing DBI that is designated to remain in place Lt. of station 2+34.42. A pipe collar may need to be constructed to complete the connection between the existing DBI and the new pipe. The pipe collar will be incidental to the storm sewer construction. Construct a new Curb Box Inlet Type A Lt. Sta. 2+65.94. Leave the existing CBI in the KY1006 gutter Lt. Sta. 4+60.37 and reconstruct it into a Modified Curb Box Inlet Type A. Remove the existing CBI top phase and construct traffic worthy concrete cap to an elevation that will permit approximately 8-inches wide of asphalt Leveling & Wedging PG64-22 to be placed on top of the concrete cap. The modified curb box inlet type A will be constructed on the project to fit the existing pipe. Remove the existing DBI Lt. Sta. 4+63.76 and connect the existing 18-inch culvert pipe to the Modified Curb Box Inlet Ty A Lt. Sta. 4+60.37. A pipe collar will be required to connect the existing 18-inch culvert pipe to the new 18-inch culvert pipe. The pipe collar will be incidental to the storm sewer construction. Construct a Drop Box Inlet Type 14 Lt. Sta. 4+57.52 and place 15-inch storm sewer pipe connecting the Drop Box Inlet Type 14 to the Modified Curb Box Inlet Type A Lt. Sta. 4+60.37. Remove the existing Drop Box Inlet and pipe in the pavement at the intersection of KY1006 and Falls Street and backfill the resulting void with compacted asphalt Leveling & Wedging. Private property

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drain pipes are connected to the existing drainage system and shall be reconnected to the new drainage system. The private property drain pipes will be constructed with PVC 6-inch pipe and paid by the liner foot. Connections for the PVC 6-inch pipe to the existing pipes will be incidental to the pipe construction.

D. Sewer Line Construction. Construct the sewer line as shown in the project plans or as directed by the Engineer. See Special Notes for Utility Relocation Agreement.

E. Embankment. Prior to the placement of embankment, remove the existing sidewalk and all vegetation, debris and top soil from the proposed embankment area. It is the contractor's responsibility to acquire an approved borrow area for the embankment as outlined in section 205 of the Kentucky Standard Specifications. The embankment shall be compacted and shaped as outlined in the project plans and cross sections.

F. Curb & Gutter. Place and compact 4-inches of DGA Base as outlined in the typical section for the curb and gutter subgrade. The DGA Base used for the curb and gutter shall be incidental to the curb and gutter construction. Saw cut the roadway to remove the existing curb. Only remove a minimal amount of roadway pavement during the curb removal process. After the existing curb is removed, place a wedge of material not to exceed a 3 : 1 slope the entire length of the removed curb area to protect traffic from a shoulder edge drop-off. Construct a 2-foot standard curb and gutter adjacent to the roadway pavement. During the curb and gutter construction, only remove the portion of shoulder wedge that is intended to be formed and concrete placed during that day's operation. It is intended to limit the amount of time the traveling public is exposed to a shoulder edge drop-off. Therefore, a shoulder edge drop-off is not permitted during non-working hours. Construct contraction and expansion joints as outlined in the specification and standard drawings.

G. Sidewalk. Construct a 4-foot wide sidewalk as outlined in section 505 of the Kentucky Standard Specifications. The sidewalk is to be constructed on compacted subgrade. The sidewalk may be formed or slip formed in place. Ensure all handicap ramps are constructed as outlined in the plans and Kentucky Standard Drawings. Install detectable warning at all indicated locations.

H. Grading & Dressing. Backfill the sidewalk and standard curb & gutter at the slope shown in the typical. Prepare a sod bed and place sodding at the locations indicated in the plans. Grade and dress all embankment areas to the proper slope and stabilize with permanent seeding & protection. Restore any areas of the existing shoulders or other roadway features disturbed by the work or the Contractor's operations in like kind materials or as directed by the Engineer.

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I. Disposal of Waste. Dispose of all cuttings, debris, and other waste off the right-of-way at approved sites obtained by the Contractor at no additional cost to the Department. No separate payment will be made for the disposal of waste and debris from the project, but will be incidental to the other items of the work.

J. Resurfacing. Perform asphalt milling & texturing operations and complete final asphalt resurfacing as outlined in the project plans. Asphalt mixtures will be accepted with Option B density requirements. The asphalt milling operation and asphalt resurfacing operation will be in accordance with Section 400 of the Kentucky Standard Specifications.

K. Pavement Markings. Temporary pavement markings will conform to the permanent marking locations or the Traffic Control Exhibits as applicable. Temporary striping will be in accordance with Section 112 and the permanent striping will be in accordance with Section 112 and Section 714.

L. On-Site Inspection. Each contractor submitting a bid for this work will make a thorough inspection of the site prior to submitting a bid and will thoroughly familiarize themselves with the existing conditions so that the work can be expeditiously performed after a contract is awarded. Submission of a bid will be considered evidence of this inspection having been made. Any claims resulting from site conditions will not be honored by the Department.

IV. Method of Measurement

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

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

C. Dense Graded Aggregate. DGA Base for wedging shoulder edge drop-offs or the curb & gutter subgrade will not be measured for payment, but will be incidental to the curb and gutter construction.

D. Asphalt Mixtures. Asphalt mixtures will be measured for payment in tons.

E. Remove Sidewalk. Remove Sidewalk will be measured for payment in square yards.

F. Remove Curb . Removed Curb will be measured for payment in Linear Feet.

G. Sidewalk-4 Inch Concrete. Sidewalk-4 Inch will be measured for payment in square yards.

Special Construction Notes
Page 5 of 5

H. Embankment. Embankment will be measured in Cu. Yds. The Department will not pay for obtaining a borrow site or for hauling the embankment material to the jobsite.

I. Sewer Line Construction. Other than the bid items listed, no other work required to complete the replacement/relocation of the utility will be measured for payment, but will be incidental to the other items of the work. See Special Notes for Utility Relocation Agreement.

J. Remove Pipe. Removal of existing pipes within the typical section shall be considered incidental to embankment in place.

SPECIAL NOTE FOR STAKING

Perform Contractor Staking according to Section 201, except:

1. Contrary to Section 201, perform items 1-4 usually performed by the Engineer; and
2. Prepare a Pavement Drainage Development Plan to ensure positive drainage; and
3. Prepare sections and revise as necessary to provide proper drainage to conform to the development plan, accommodate existing site conditions, and minimize disturbance of vegetation; and
4. Produce and furnish to the Engineer "As Built" plans; and
5. Perform any and all other staking operations required to control and construct the work; and

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 ASPHALT MILLING AND TEXTURING

Begin paving operations within **48 hours** of commencement of the milling operation. Continue paving operations continuously until completed. If paving operations are not begun within this time period, the Department will assess liquidated damages at the rate prescribed by Section 108.09 until such time as paving operations are begun.

Contrary to Section 408, the Department will retain possession of the material obtained from the milling operations. Deliver this material to the State Maintenance facility in LAUREL County.

NOTICE TO CONTRACTOR: The Department considers transfer of millings to the state maintenance facility to be a part of the construction project, therefore truck operators are subject to receiving prevailing wages.

1-3530 48 hours State keeps millings
01/2/2012

SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS

Consider the dimensions shown on the typical sections for pavement and shoulder widths and thickness' 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.

1-3725 Typical Section Dimensions
01/02/2012

SPECIAL NOTE FOR SIDEWALK RAMPS & DETECTABLE WARNINGS

GENERAL

Unless otherwise stated in the contract, or as directed by or with prior approval from the Engineer, construct Sidewalk Ramps and Detectable Warnings in accordance with Section 505; Supplemental Specifications, Standard Drawings RPM-150-07, RPM-152-07, RPM-170-08, RPM-172-06, and RGX-040-02, current editions, as applicable. Saw cut existing sidewalks, curb and gutter, and pavement, if present, as shown on the detail and reconstruct sidewalk ramps with detectable warnings as directed or approved by the Engineer. Unless specified otherwise in the Contract, construct sidewalk with 4" nominal minimum required thickness; however, if the existing sidewalk thickness is found to be greater or less than the thickness specified, transition the thickness as directed by the Engineer.

Except as required by the work, do not disturb drainage pipe, catch basins, and other roadway features, appurtenances and installations. Restore any roadway features, appurtenances, and installations damaged by the work in like kind materials and design at no additional cost to the Department. Dispose of all waste 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).

MEASUREMENT & PAYMENT

SIDEWALK RAMPS – The Department will measure Sidewalk Ramps in accordance with Section 505.04; however, the Department will not measure Roadway Excavation or Embankment in Place, but shall be incidental to the Sidewalk. Accept payment at the Contract unit price per square yard as full compensation for all labor, materials, equipment, and incidentals required for removal and disposal of existing sidewalk and curb and gutter, excavation and embankment, construction of the sidewalk ramps, reconstruction of the adjacent curb and/or sidewalk as necessary to install the sidewalk ramps, and restoration of disturbed features in accordance with these notes or as directed by the Engineer.

DETECTABLE WARNINGS – The Department will measure and make payment for Detectable Warnings in accordance with Section 505 and Standard Drawing RGX-040-02, current editions.

1-3791 Sidewalk Ramps Pay SY
04/20/2012

TRAFFIC CONTROL PLAN

TRAFFIC CONTROL GENERAL

Except as provided herein, traffic shall be maintained in accordance with the current Standard Specifications and the Standard Drawings, current editions. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic". All lane closures used on the project will be in compliance with the appropriate Standard Drawings. Do NOT use cones for lane closures or shoulder closures. Channelizing drum spacing shall be 20-foot during all phases of construction and at all shoulder edge drop-off locations.

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. Traffic control devices used on this project must conform to the *Manual on Uniform Traffic Control Devices*, current edition.

PROJECT PHASING & CONSTRUCTION PROCEDURES

Maintain a minimum of one traffic lane (mainline) in each direction at all times during construction. The clear lane width shall be 11 Feet. If traffic should be stopped due to construction operations, and a school bus on an official run arrives on the scene, the Contractor shall make provisions for the passage of the bus as quickly as possible. Lane closures shall only be in effect during working hours and only during times that construction activities warrant a lane closure.

CONSTRUCTION PHASING

PHASE 1 – DRAINAGE CONSTRUCTION, SIDEWALK REMOVAL, SEWER LINE CONSTRUCTION AND EMBANKMENT

Remove the existing storm drainage system as outlined in the contract plans. The contractor will supply a steel plate for maintenance of traffic during the construction of the modified CBI Type A Lt. Sta. 4.60.37. The steel plate shall be incidental to the lump sum payment for Maintain & Control Traffic. Place embankment and construct the new storm sewer system. Remove the existing sidewalk and construct the sanitary sewer lateral as outlined in the contract plans.

PHASE 2 – CURB REMOVAL – CURB & GUTTER AND SIDEWALK CONSTRUCTION

Saw cut and remove the existing curb. Place a wedge of material along the removed curb area to eliminate a shoulder edge drop-off (minimum 3:1 slope). Construct the new Curb & Gutter. Only remove the safety wedge where Curb & Gutter will be formed and concrete placed during the same day's operation. Construct the new sidewalk with

Traffic Control Plan
Page 2 of 4

handicap ramps as outlined in the contract plans. Backfill the Curb & Gutter and sidewalk and place sodding and final seeding & protection.

PHASE 4 – ASPHALT RESURFACING AND PERMANENT PAVEMENT MARKINGS

Perform asphalt milling & texturing. Construct asphalt surface. Place permanent pavement markings.

LANE CLOSURES

Limit the lengths of lane closures to only that needed for actual operations in accordance with the phasing specified herein, or as directed by the Engineer. Lane closures shall only be permitted during active construction operations. Due to intersecting side streets within the project limits, a minimum of 3 Flaggers will be required during all lane closures.

Lane closures will not be permitted during the following dates:

- September 1 – 3
- September 27 - 30
- November 22 - 25
- December 22 - 25

SIGNS

Contrary to Section 112.04.02 and 112.04.03, Low Shoulder Signs will not be measured for payment, but shall be incidental to Maintain and Control Traffic. Contrary to section 112.04.02, only long term construction 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 3 days or less) will not be measured for payment but shall be incidental to Maintain and Control Traffic.

Contrary to Section 112, Individual signs will be measured only once for payment, regardless of how many times they are set, reset, removed, and relocated for the duration of the project. Replacements for damaged signs or signs directed to be replaced by the Engineer due to poor legibility or reflectivity will not be measured for payment.

Relocate and reset or cover existing permanent signs as required by the work. Obtain the Engineer's approval before removing or covering an existing sign. The Department will not measure relocating and resetting or covering existing permanent signs, but shall be incidental to Maintain and Control Traffic.

BARRICADES

Barricades used in lieu of barrels and cones for channelization or delineation will be incidental to

Traffic Control Plan
Page 3 of 4

Maintain and Control Traffic according to Section 112.04.01.

VARIABLE MESSAGE SIGNS

Provide variable message signs in advance of and within the project at locations to be determined by the Engineer. If work is in progress concurrently in both directions or if more than one lane closure is in place in the same direction of travel, provide additional variable message signs as directed by the Engineer. Place variable message signs one mile in advance of the anticipated queue at each lane closure. As the actual queue lengthens and/or shortens relocate or provide additional variable message signs so that traffic has warning of slowed or stopped traffic at least one mile but not more than two miles before reaching the end of the actual queue. The locations designated may vary as the work progresses. The messages required to be provided shall be designated by the Engineer. In the event of damage or mechanical/electrical failure, the Contractor shall repair or replace the Variable Message Sign within 24 hours. The Department will measure for payment the maximum number of variable message signs in concurrent use at the same time on a single day on all sections of the contract. Individual variable message signs will be measured only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. Replacements for damaged variable message signs directed by the Engineer to be replaced due to poor condition or readability will not be measured for payment.

TEMPORARY ENTRANCES

Provide reasonable egress and ingress to each property during all phases of construction. The time during which a residential entrance is blocked shall be the minimum length of time required for actual operations, shall not be extended for the Contractor's convenience, and in no case shall exceed six (6) hours. Notify all residents twenty-four hours in advance of any driveway or entrance closings and make any accommodations necessary to meet the access needs of disabled residents.

Except as allowed by the Phasing as specified above, maintain direct access to all side streets and roads, schools, churches, commercial properties and apartments or apartment complexes of four or more units at all times.

PAVEMENT EDGE DROP-OFFS

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

Traffic Control Plan
Page 4 of 4

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

Less than 2" - No protection required.

2" to 4" - Place plastic drums, vertical panels, or barricades every 50 feet. Cones may be used in place of plastic drums, panels, and barricades during daylight working hours. Wedge with asphalt mixture for leveling and wedging with a 1:1 or flatter slope in daylight hours, or 3:1 or flatter slope during nighttime hours, when work is not active in the drop-off area.

4 inches and greater – Drop-offs 4 inches or greater will be allowed during duration of the project. Protect with a lane or shoulder closure using drums or barricades; cones will not be allowed for lane or shoulder closures for drop-offs 4 inches or greater. Place drums or barricades with spacing not to exceed 25 feet. Place Type III Barricades facing oncoming traffic at each drop off. If for any reason traffic must be maintained less than 6 feet from the drop off, wedge with DGA with 3:1 or flatter slope when work is not actively in progress in the drop-off area. Once excavation begins, work continuously to construct DGA and asphalt base to eliminate the drop-off. Drop-offs greater than 4 inches within 6 feet of traffic will not be allowed during non-working hours.

COORDINATION OF WORK

The Contractor is advised that other projects may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project and the traffic control of this project may affect those projects. The Contractor will coordinate the work on this project with the work of the other contractors. In case of conflict, the Engineer will determine the relative priority for each project.

Right-of-Way Certification Form

Revised 2/22/11

☒ Federal Funded
☐ State Funded

☒ Original
☐ 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: 10/14/2011

Project Name: KY 1006 MP 6.5 to MP 6.55
Project #: FD52-063-1006-006-007
Item #: 11-918

Letting Date: December 2011
County: Laurel
Federal #: HSIP 5153 (004)

Description of Project: Widen roadway

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:	<u>David Hensley</u>		Right-of-Way Supervisor
	Printed Name	Signature	
Approved:	<u>Keith McDonald</u>	 10/27/11	KYTC, Director of ROW & Utilities
	Printed Name	Signature	
Approved:	_____	_____	FHWA, ROW Officer (when applicable)
	Printed Name	Signature	

Right-of-Way Certification Form

Revised 2/22/11

Date: 10/14/2011

Project Name: KY 1006 MP 6.5 to MP 6.55

Project #: FD52-063-1006-006-007

Item #: 11-918

Letting Date: December 2011

County: Laurel

Federal #: HSIP 5153 (004)

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.

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

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

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

0 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*)

0 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

UTILITIES

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 the 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.

Existing Utilities

The contractor is advised that existing utilities are on the project and will have to work with local utility companies to locate and work around existing utility lines. The contractor is responsible for any damage to underground service lines. Unless otherwise specified, no direct payment will be made for repair or replacement of service lines. If a main utility is in conflict with construction and can not be redesigned to avoid it, the owner shall be contacted immediately.

Telephone:

Windstream
719 North Main Street
London, Kentucky 40741
Phone (606) 878-3258

Fiber Optic:

AT&T
131 Amesbury Ave.
Middlesboro, Kentucky 41965
Phone: (606) 248-7243

Power:

Kentucky Utilities
180 Substation Street
London, Kentucky 40741
Phone: (606) 864-2821

Gas:

Delta Natural Gas
3617 Lexington Road
Winchester, Kentucky 40391
Phone: (859) 744-6171

Water & Sanitary Sewer:

London Utility Commission
City of London
P.O. Box 918
London, Kentucky 40743
Phone: (606) 864-2103

Cable

Newwave Communications
5026 South Highway 27
Somerset, Kentucky 42501
Phone: (606) 678-9215

Cable

Time Warner Cable
116 London Shopping Center
London, Kentucky 40741
Phone: (606) 864-6723

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
UTILITY RELOCATION
KEEP COST AGREEMENT
PURSUANT TO KRS 177.035
WORK BY CABINET'S HIGHWAY CONTRACTOR

RECEIVED
KENTUCKY DEPT. OF HIGHWAYS
2012 JUN 22 A 8

LAUREL COUNTY, HSIP 5153 004
FD52 063 1006 006-007
West 5th Street (Ky. 1006)
Item No. 11-00918

Agreement No. 9781

THIS UTILITY RELOCATION AGREEMENT is made and entered into by and between the Kentucky Transportation Cabinet, Department of Highways, hereinafter the Cabinet, and London Utility Commission, P.O. Box 918 London Ky. 40741, hereinafter referred to as the Commission.

AGREEMENT PREMISES

1. The Cabinet, in the interest of public safety and convenience, proposes to widen the shoulder on West 5th Street at College Street in London, a distance of approximately 0.05 miles as shown by the Cabinet's survey and general plan sheets, which are hereby made a part of this Agreement.
2. The subject project was authorized by TC 10-1, Official Order Authorization No. 85315, dated May 23rd, 2011, subject to appropriate reimbursement by the Federal Highway Administration, which as pertains to this Agreement is in the amount of

Laurel County
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3. The right of way for the proposed roadwork for Ky. 1006 will pass over and include certain sewer line facilities constructed and now maintained by the Commission.
4. It has been agreed by the Commission and the Cabinet that it is in the best interest of both parties that the Cabinet's road contractor perform the work to relocate the Commission's facilities as designed by the Commission and shown on the Cabinet's survey and general plan sheets.
5. The said facilities may be relocated upon highway right of way, with restrictions, or upon other private right of way to be obtained by the Commission or obtained by the Cabinet and granted to the Commission.
6. If required and applicable, the Cabinet will recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the Cabinet under the Federal Aid Highway Program, and Acts amendatory thereof and supplementary thereto, including Subpart A of 23 Code of Federal Regulations (CFR) 645.
7. The Cabinet, through the services of contractor or internal personnel, is authorized herein to make the necessary removal, alterations or adjustments of the Commission's existing facilities. Said work is to be reimbursed with 100 Percent of the costs to be borne by the Cabinet.
8. If the Commission chooses to use a contractor or a subcontractor, the Commission is required to obtain prior Cabinet approval in writing pursuant to 23 CFR 645.109(a) and 23 CFR 645.115(a). The Cabinet reserves the right to refuse

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reimbursement for any and all costs associated with work performed by a contractor or subcontractor prior to their approval by the Cabinet. The Cabinet is hereby held harmless from all actions taken by a contractor or subcontractor related to the Commission's failure to acquire said approvals. Said work is to be paid under a contract let by the Commission, adhering to the cost share stipulations described herein.

The remainder of this page is intentionally left blank.

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SCOPE OF AGREEMENT

In consideration of the premises, the parties agree as follows:

9. The Cabinet's contractor or subcontractor will furnish all construction labor, equipment and materials to make and complete all necessary adjustments of the Commission's facilities to accommodate the proposed highway construction as shown in the attached plans and estimate, (Attachment A) and which by this reference is hereby made a part of this Agreement.
10. The estimated cost of relocating and/or adjusting 180 feet of 6" pvc sdr35 lateral sewer line is , which is 100 Percent of the total cost and is to be borne by the Cabinet as shown by the estimate attached hereto, shown in Attachment A.
11. If the Commission proposes to include betterment in this Agreement, all work directly pertaining to said betterment is detailed in Attachment A and is not reimbursable.
12. The scope of work to be completed under this Agreement is substantially as follows: install 180 feet of 6" pvc sdr35 lateral sewer line, two 6" tie-ins, and two sewer line-clay pipe couplings.
13. The Commission shall directly submit to the Cabinet any change orders for engineering or inspection for Cabinet consideration and approval before initiation of the work detailed in said change order. Said change order must be reasonably detailed and include proper itemizations from the Commission, computed in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. The Cabinet is to review any change orders relative to the construction

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activities within two (2) working days of its submission. A change order shall be considered in the event there is a change in the scope of work, extra work to be performed, or other major changes in the work covered by this Agreement. If the Commission fails to obtain prior approval of a change order from the Cabinet, the Cabinet has the right to refuse reimbursement of expenditures for such change order.

14. The Commission shall be reimbursed only for the cost of producing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities. A certification to this effect shall be included in submittals for reimbursement for work performed and actual costs incurred.
15. All work within the limits of the Cabinet's right of way, whether by force account or contract, shall be done in accordance with the Cabinet's Standards, Specifications and Standard Drawings. All traffic control will be in accordance with Part VI of the Manual on Uniform Traffic Control Devices. Backfilling and Bedding, if required and/or necessary, will be performed in accordance with the Cabinet's Standard Drawing RDI-025-04 attached hereto and made a part hereof. Surface Restoration, if required, will be performed in accordance with Form TC 99-13, or as directed by the Cabinet's engineer.
16. Per Cabinet policy and as recorded in detail TC99-10, the following minimum standards are to be adhered to regarding underground utility construction: The minimum depth for underground utilities is forty-two (42)-inches under roadways, shoulders, ramps, and ditch line. The minimum depth is thirty (30)-inches in all

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other areas within state right-of-way. Exceptions may be made only where the terrain is such that this requirement is proved to be impractical and where a lesser depth will not interfere with highway maintenance, construction, safety, or aesthetics. It is at the discretion of the Chief District Engineer to determine where these exceptions are to be allowed. Pipe crossings two (2)-inches in diameter and under do not require encasement provided they are buried at least forty-two (42)-inches below the bottom of the ditches, shoulders, and roadway surfaces. Larger sized pipe installations must be encased.

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RESPONSIBILITIES OF KYTC

17. The Cabinet will reimburse the Commission for the actual cost of any qualifying reimbursable costs of the Commission upon presentation of invoices from the Commission. The Commission will compute costs by and in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. The method of developing the relocation costs is found in 23 CFR 645.117.
18. Itemized bills from the Commission will be in detail form that will meet the approval of the Cabinet and the Federal Highway Administration.

Payments will be made on the following basis in accordance with 23 CFR 645.117:

Current Billings. The Commission may submit current billings reflecting the actual cost incurred during any given work period, in which case, the current billings will be paid within thirty (30) business days after receipt of same by the Cabinet.

Final Payment. Upon completion of all said work and the submission of final itemized invoices and as-built drawings, the Commission shall provide one final and complete billing of all remaining costs incurred, within one year following completion of the utility relocation work performed by the Cabinet pursuant to this Agreement, otherwise previous payments to the Commission shall be considered final, except as agreed to between the Cabinet and the Commission. The final billing will be forwarded for payment after review and approval of the District Utilities Supervisor and submitted to the Central Office Utilities Section, it being understood, however, that the billings are subject to audit and verification by the Cabinet and the Federal Highway Administration.

Cabinet Reimbursement. The Cabinet may be due reimbursement from the Commission. In such a condition, the Cabinet may submit billings reflecting the actual cost incurred during any given work period, or may submit a final itemized invoice upon completion. Said invoice will be based on as-bid costs and as-built quantities and paid within thirty (30) business days after receipt of same.

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ADDITIONAL REQUIREMENTS

19. The Cabinet certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." 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 Agreement 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 Agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The Commission 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
20. All records of the Commission pertaining to this project will be subject to inspection at any reasonable time by representatives of the Cabinet and/or the Federal Highway Administration, and shall be retained and maintained as prescribed in 23 CFR 645.117 (i)(3) and 49 CFR 18.42 - *Retention and Access Requirements for Records*.
21. Execution of this Agreement and issuance of a Cabinet Permit number hereon is conditioned upon the acceptance of and agreement to the standard terms and

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conditions of the Cabinet Encroachment Permit (TC99-1) form revision in effect at the time of the execution of this Agreement, and this Cabinet Encroachment Permit (TC99-1) form revision is made a part of this agreement by this reference.

22. The work of altering and maintaining the Commission's facilities covered by this Agreement, at any time after they have been relocated by the Cabinet as herein provided, shall be done by the Commission at its sole expense except as may otherwise be provided by law. Such work as is necessary to install, alter, service and maintain any facilities within the Cabinet's right of way will be performed in accordance with policies and procedures prescribed by the Cabinet's Permits Manual and in such a manner as will ensure the safety of the general public in their use of the road as a highway. Access from the through-traffic roadways and ramps for maintenance or servicing of utility facilities located on the Cabinet's right of way requires an encroachment permit except by permission of the District Engineer in an emergency situation.
23. The Commission shall comply with 18 United States Code (U.S.C.) 874 Copeland "Anti-Kickback" Act as supplemented in Department of Labor regulations (29 CFR Part 3).
24. It is agreed by and between the parties hereto that 23 CFR 645 and supplements and amendments thereto form an essential part of this Agreement, and shall in no way be abrogated or superseded by the terms and provisions of this Agreement.
25. Limited to acts related to this Agreement, the Commission agrees to indemnify and hold harmless the Cabinet against any and all third-party claims, demands,

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obligations or litigation that result from: (1) any material breach of this Agreement by the Commission; (2) any and all negligent acts of the Commission; and (3) any policy, procedure or employment practice of the Commission violating applicable Federal, State or local laws.

26. The Commission shall maintain adequate protection of all work from damage and shall protect the Cabinet's property from injury or loss arising in connection with this Agreement. The Commission shall make good any such damage, injury or loss, except such as may be directly due to errors in the solicitation or caused by agents or employees of the Cabinet. The Commission shall adequately protect adjacent property as provided by law and this Agreement.
27. The Commission shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of Federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Commission shall comply with all applicable Federal and State Occupational Safety and Health Administration (OSHA) standards including 23 CFR 634 and Kentucky Revised Statutes (KRS) Chapter 338.
28. KRS 45A.480 requires the Commission to comply with the Cabinet's requirements pertaining to workers' compensation insurance and unemployment insurance. By execution of this agreement, the Commission agrees that all contractors and subcontractors employed directly by the Commission, or to be employed directly by the Commission in connection with this Agreement shall be

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in compliance with Kentucky requirements for Workers' Compensation Insurance KRS Chapter 342 and Unemployment Insurance KRS Chapter 341.

29. By execution of this Agreement, the Commission is agreeing that the scope of this Agreement shall be in compliance with all applicable Federal, State and local laws, regulations and mandates. Compliance as described herein includes, but not exclusively, environmental regulations such as: Section 306 of the Clean Air Act (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; and Environmental Protection Agency regulations (40 CFR Part 15).
30. To the extent applicable to this agreement, the Commission shall comply with the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410) if the utility work uses any amount of Federal Aid Highway Program (FAHP) funding. The Commission is not required to change its existing standards for materials as long as the Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or relocation of the Commission's facilities (as specified in 23 CFR 645) on contracts or agreements involving FAHP funding and over regulations which allow the Commission to furnish materials from Commission stock (as specified in 23 CFR 645.117(e)). Commission stock materials that do not meet Buy America requirements may not be permanently incorporated into an FAHP funded project. The Commission must provide a definitive statement that all products, permanently incorporated into the project are covered under the Buy America

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requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of the Buy America requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis. If the accommodation or relocation of the Commission's facilities uses only State or local funding, the Buy America requirements do not apply.

31. The Commonwealth of Kentucky and the Cabinet are prohibited from contracting with firms that utilize the services of illegal immigrants in the performance of a contract of goods, services or construction purposes and the performance of a contract with the Commonwealth. By execution of this Agreement, the Commission agrees not to hire any illegal immigrants itself and to take commercially reasonable measures to ensure that its contractors and their subcontractors not utilize the services of illegal immigrants.
32. The Cabinet may terminate this Agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the Agreement. The Cabinet shall provide the Commission thirty (30) calendar days written notice of termination of the Agreement.
33. The Cabinet reserves the right in its sole discretion to demand that the Commission and all subcontractors immediately cease any portion of, or all further work undertaken within the scope of work of this agreement. Any

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authorized services performed, materials used or installed to the satisfaction of the Cabinet before the demand to cease any or all further work shall be paid in accordance with the terms of the section entitled "Responsibilities of the KYTC". The Cabinet shall thereafter authorize the Commission in writing to undertake only minimal, reasonable and necessary additional work or services and acquire, expend, use or install only minimal, reasonable and necessary additional materials to reestablish the original use and function of their facility.

34. The Commission affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The Commission shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Agreement. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.
35. This Agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Kentucky. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result

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in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

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AGREEMENT EXECUTION

By the execution of this Agreement, the Parties warrant that they have fully read this Agreement, agree to the terms and conditions and accept the assignment of work duties as defined within this Agreement. The Commission warrants that the existing *sewer line* facilities identified have been verified, said facilities must be relocated due to the referenced Cabinet project, and the relocation of said facilities are reimbursable as defined in KRS 177.035. The Cabinet warrants that all reimbursable costs invoiced will be paid as defined herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

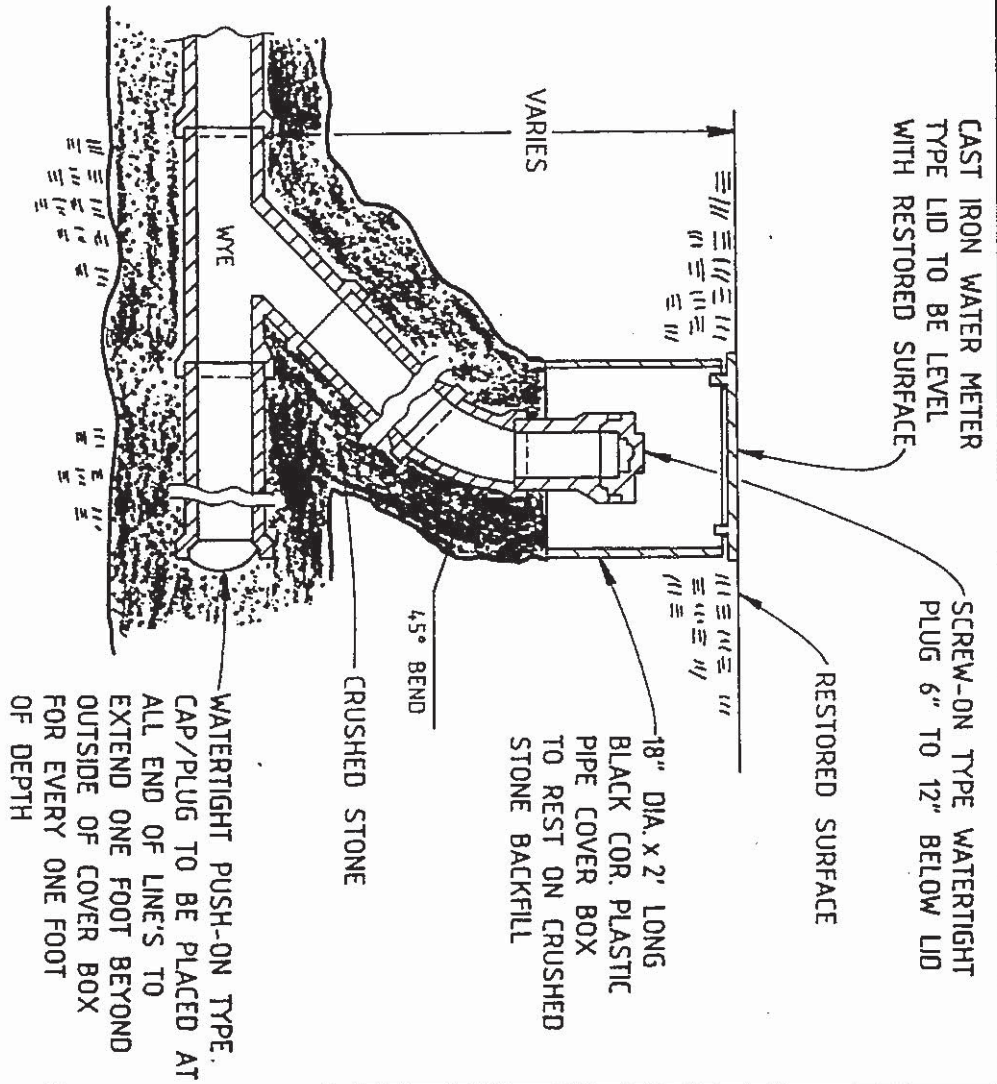
This the 24 day of May 2012.

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET APPROVALS**

<p>Approval of the Division of Right of Way and Utilities</p> <p>SIGNATURE: <u>Keith McDonald</u> Keith McDonald, Division Director</p>	<p>Approval of the Utilities & Rails Branch</p> <p>SIGNATURE: <u>[Signature]</u> TEBM - Utilities and Rails</p> <p>DATE: <u>5/23/12</u></p>
<p>Approved Form and Legality</p> <p>SIGNATURE: <u>[Signature]</u> DATE: <u>5-8-2012</u> Office of Legal Services</p>	
<p>Approval of London Utility Commission</p> <p>SIGNATURE: <u>Troy Budder</u> DATE: <u>5-10-2012</u></p> <p>TITLE: <u>Mayor City of London</u></p>	

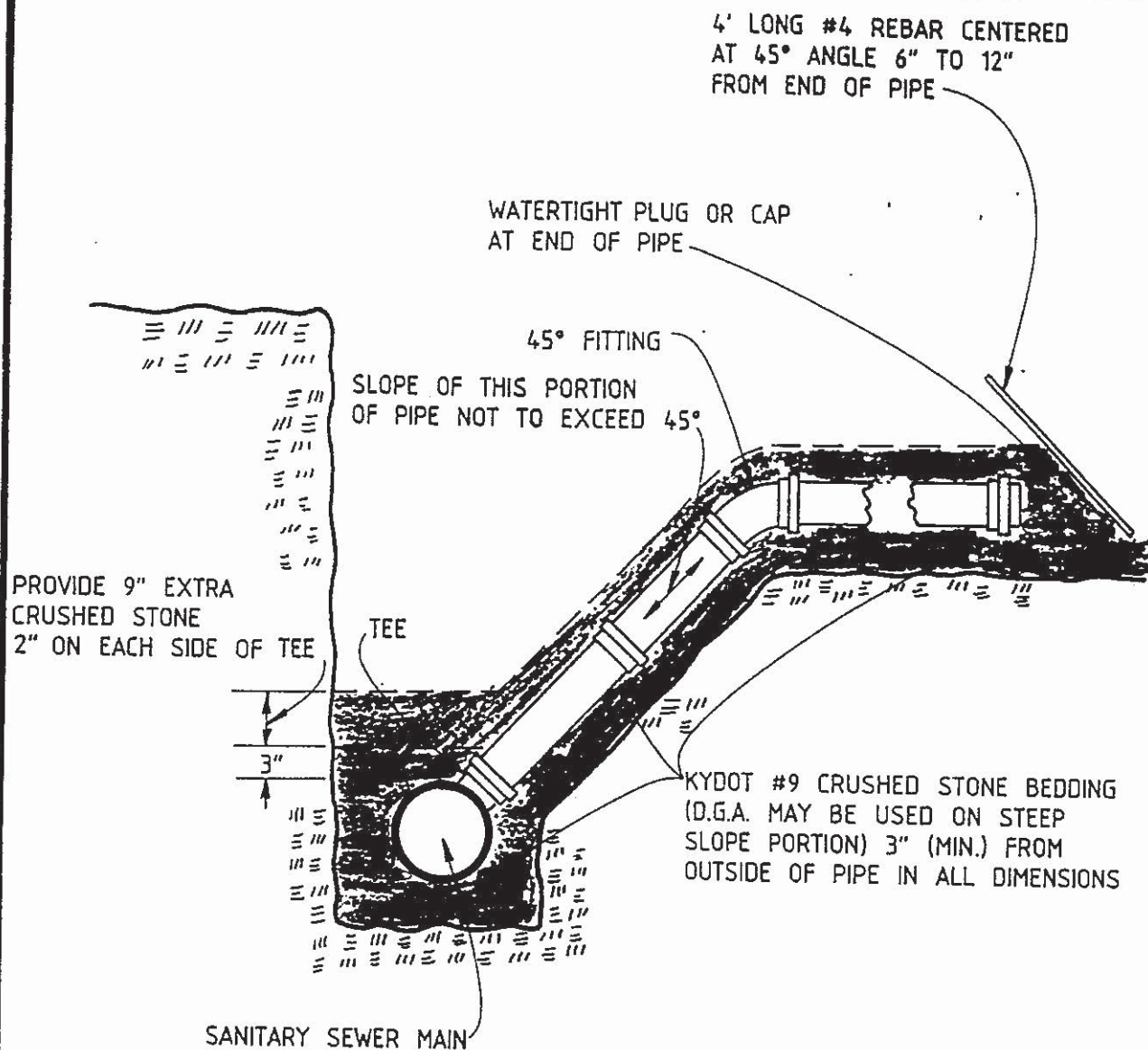
NOTES

- 1) ALL MATERIAL EXCEPT COVER BOX AND LID TO BE SAME MATERIAL AS PIPE.
- 2) ALL PIPING EXCEPT SCREW-ON PLUG TO BE ENCASED WITHIN 3" (MINIMUM) CRUSHED STONE.



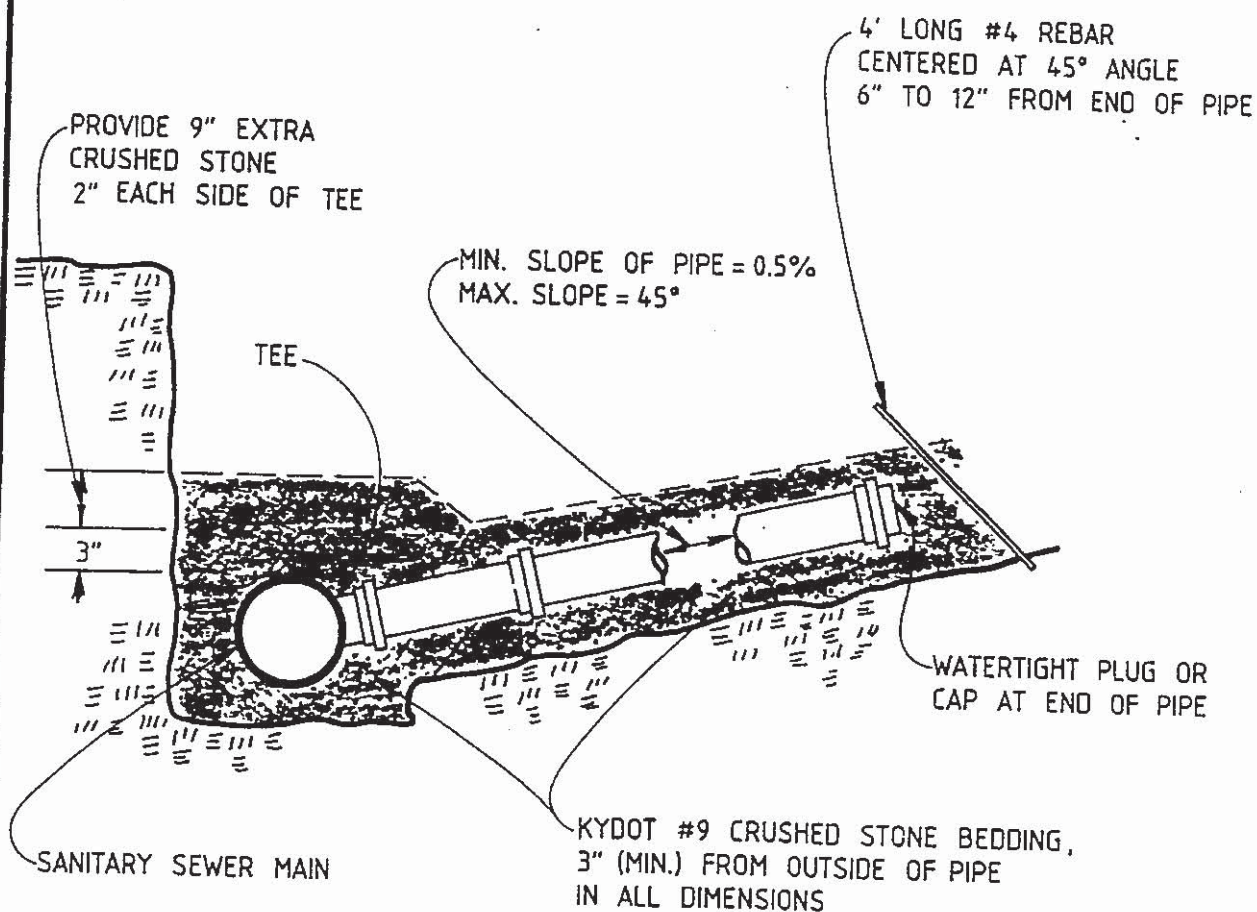
DETAIL : SANITARY SEWER TYPICAL CLEANOUT

NO SCALE



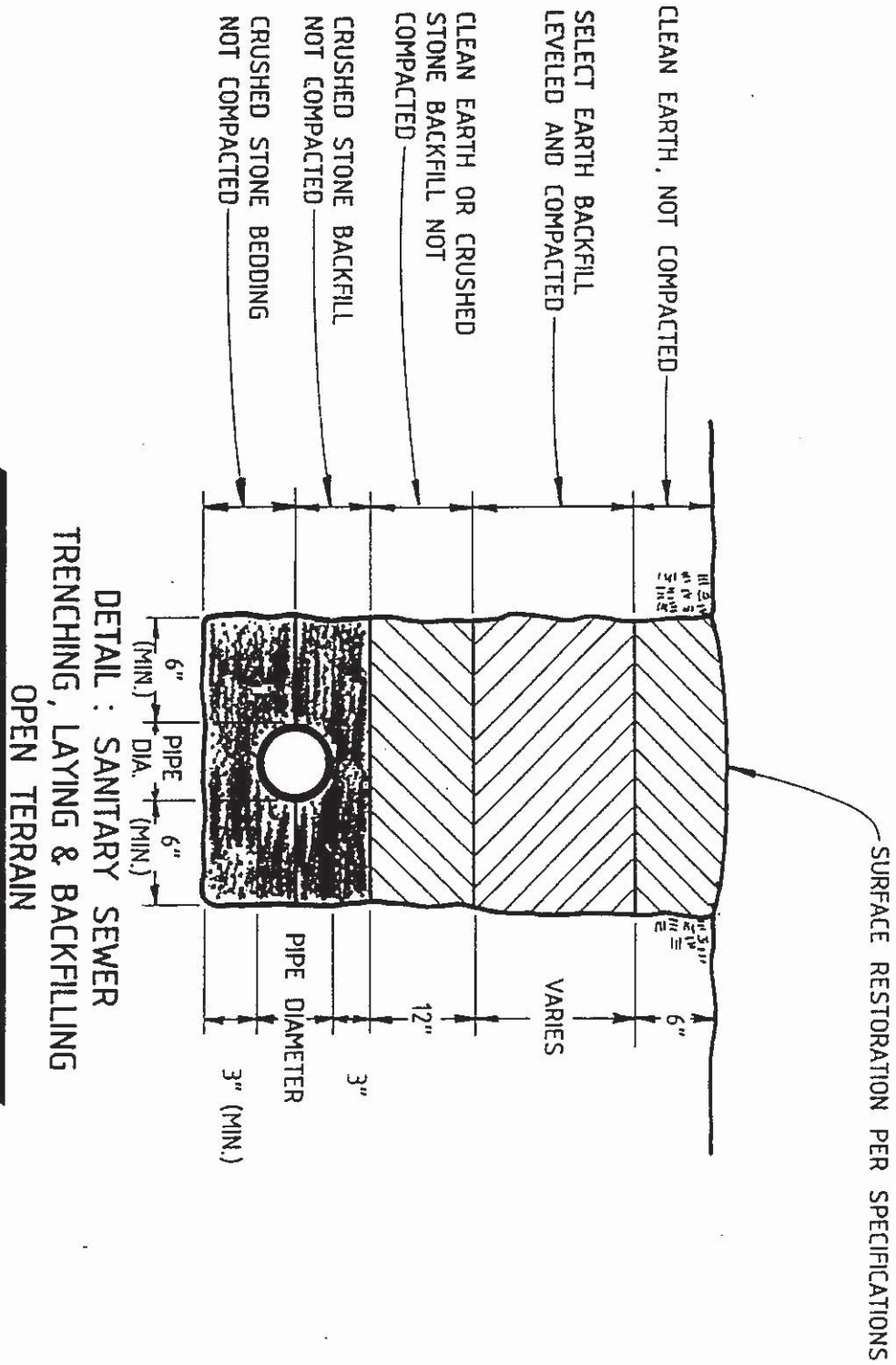
DETAIL : SANITARY SEWER
LATERAL FOR DEEP MAIN SEWER IN EARTH

NO SCALE



DETAIL : SANITARY SEWER
LATERAL FOR SHALLOW MAIN
SEWER

NO SCALE



**UTILITY COMMISSION
OF THE
CITY OF LONDON, KENTUCKY**

GENERAL GUIDELINES FOR SANITARY SEWER EXTENSIONS

1. This document is prepared as a guideline for sanitary sewer extensions within the Utility Commission of the City of London, Kentucky's (hereinafter referred to as *LUC*) service area. This document is a guideline only. *LUC* reserves the right to change any or all of the guidelines contained in this document at anytime. The direction of *LUC*'s Superintendent or *LUC*'s Engineer or their designate(s) shall take precedence over any guideline contained in this document.
2. Any individual, corporation, business, or other entity (hereinafter referred to as *DEVELOPER*) wishing to extend sanitary sewer service within *LUC*'s service area shall provide the following:
 - A. All sanitary sewer lines shall be eight inches in diameter or larger. All sanitary sewer lines shall be made of PVC SDR 35 or ductile iron pipe. Six inch diameter lateral line will be accepted, on a case-by-case basis, if the following are met:
 - not exceed 250 feet in length;
 - a #12 copper wire shall be installed with any PVC lateral pipe;
 - not contain any major bends; and,
 - be located such that there is little or no chance for future expansion along the lateral.
 - New PVC lateral pipe when joined to existing VCP shall be tied together with a Fernco Coupling.

Laterals shall be located at each existing potential customer and one lateral shall be provided for each vacant lot. Laterals shall be extended out of the right-of-way to the edge of property boundaries.

- B. Sanitary sewer lines, if possible, shall be installed on public right-of-ways. If acceptable to *LUC*, lines may be installed on private property.

All easements shall be obtained by *DEVELOPER* and shall be granted directly from the property owner to the City of London. Transfers of easements is not acceptable. *DEVELOPER* shall provide a written description signed by a Professional Land Survey registered in the State of Kentucky. The easement will then be prepared by *LUC* or Land Surveyor using the standard *LUC* easement format. The minimum width for any easement shall be twelve feet, six feet on either side of the sanitary sewer line. *DEVELOPER* must then obtain all necessary easement signatures and return the easement to *LUC* for review. If acceptable, *DEVELOPER* shall then have the easement recorded in the Laurel County Court Clerk's office and then return the original recorded easement to *LUC*.

- C. All sanitary sewer lines under City streets shall comply with applicable City specifications and requirements. All sanitary sewer lines under state roads shall be installed in accordance with applicable state regulations and requirements. All disturbances to public roadways will be the responsibility of *DEVELOPER*.
- D. Sanitary sewer lines will not be accepted that are constructed under retaining walls, foundations, or any other structure that in *LUC*'s opinion would make maintenance difficult.
- E. The interior of the pipe shall be kept clean at all times. Whenever pipe lying is stopped for any reason (i.e. lunch break, end of construction day, etc.), the end of pipe shall be securely plugged or capped.
- F. *DEVELOPER* shall be responsible for furnishing to *LUC* two complete sets of plans prepared by a Professional Engineer registered in the State of Kentucky for any proposed project. The plans shall also be submitted to the Kentucky Division of Water for their approval. Sewer plans shall provide a minimum of the following:
 - general location of the project area;
 - profile of sewers indicating invert elevations;
 - distance between manholes;
 - percent of grade on which pipe is to be laid;
 - final grade of the ground surface; and ,

- lateral locations, length and depth.
- G. *LUC* shall be notified at least two working days prior to any period of construction. *LUC* shall be allowed to inspect all sanitary sewer lines and appurtenance before they are backfilled.
- H. After the project has been completed *DEVELOPER* shall furnish *LUC* one complete set of as-built plans. As-built plans shall be 24" by 36" drawn in ink on Mylar or an exact scale full size photographically reproduced copy on Mylar capable of being diazo reproduced. If possible plans on disk or CD in AutoCad format is required. Xerographic, ammonia based, nor diazo reproductions are not acceptable. "Stick-on" type notes or title blocks are not acceptable. As-built plans must indicate the exact lateral locations including length of lateral, depth of the end of the lateral, the distance of laterals from the downstream manhole and whether the lateral is to the left or the right. The as-built plans must be submitted before acceptance and before service will be provided.
- I. *DEVELOPER* shall be responsible for providing the required Professional Engineer's certification to the Kentucky Division of Water that the project has been completed according to the approved plans and specifications. One copy of this certification shall be provided to *LUC*.
- J. All sewer mains shall be laid with uniform slopes between manholes. All sewers shall be laid with straight alignment between manholes. When a smaller sewer joins a larger one, the invert of the larger sewer should be lowered sufficiently to allow proper flow from the smaller sewer to the larger sewer.
- K. No sewer lines shall be installed that will subject the line to be within 4" of any large rock, boulders or large rocks, brick, or any solid material greater than ½" in diameter.
- L. A leak test shall be required for any new lines installed. This may include appropriate water or low pressure testing. The leakage outward or inward (exfiltration or infiltration) shall not exceed 200 gallons per inch of pipe diameter per mile per day for any section of pipe. Lines shall be flushed with water prior to any test.
- M. Four feet diameter concrete manhole shall be installed at the end of each line, at all changes in grade, size, or alignment, at all intersections, and at distances not to exceed 400 feet. An outside drop pipe shall be provided for a sewer entering a manhole at an elevation of 24 inches or more

above the manhole invert. Where the difference in elevation between the incoming sewer and manhole invert is less than 24 inches, the invert should be filleted to prevent solids deposition. A minimum access diameters of 22 inches shall be provided on all manholes. Appropriate manhole sections and no more than one manhole adjustment ring shall be utilized to bring manhole lids flush with finished grade. Flat concrete top sections will only be approved for use when line depth prevents the use of cone shaped top section. These will be approved on an individual basis and written documentation must be presented to verify that proposed material is sufficient to withstand any loading that the manhole maybe subject to. The flow channel through the manholes shall be made to conform in shape and slope to that of the manhole with a gasket watertight connection. Manhole rings and lids shall be approved for traffic. Specifications for rings and lids shall be submitted before installation. Manholes shall be sealed to completely eliminate infiltration.

3. *DEVELOPERS* wishing to relocate existing facilities shall adhere to all guidelines contained herein. Relocation of existing facilities shall be approved by *LUC* on a case-by-case basis. *DEVELOPER* shall bear all expense associated with the relocation.
4. Services will not be provided until the following are met:
 1. A copy of the plumbing permit, obtained at the Laurel County Health Department, must be provided to *LUC*; and,
 2. All applicable fees must be paid to *LUC*;
 3. Signed easements have been submitted to *LUC*;
 4. Engineers Certification been submitted to Kentucky Division of Water and *LUC*;
 5. Approved as-built drawings submitted to *LUC*. One Myler and one in electronic format (AutoCad or PDF).

If any of these items have not been submitted to *LUC* ***service will not be provide.***

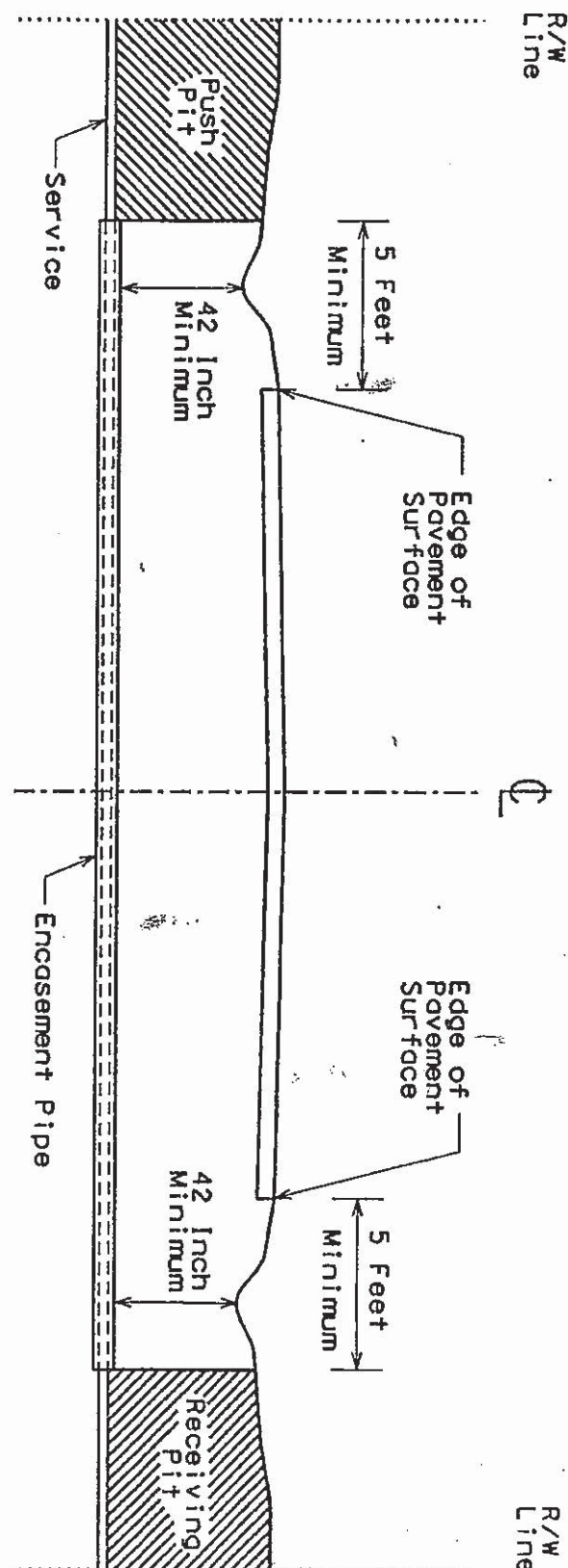
Kentucky Transportation Cabinet
Department of Highways
Permits Branch

EXHIBIT 8

TC 99-10
Rev. 9/2004

TYPICAL HIGHWAY BORING CROSSING DETAIL

Permit No. _____
Route No. _____
Pavement Width _____



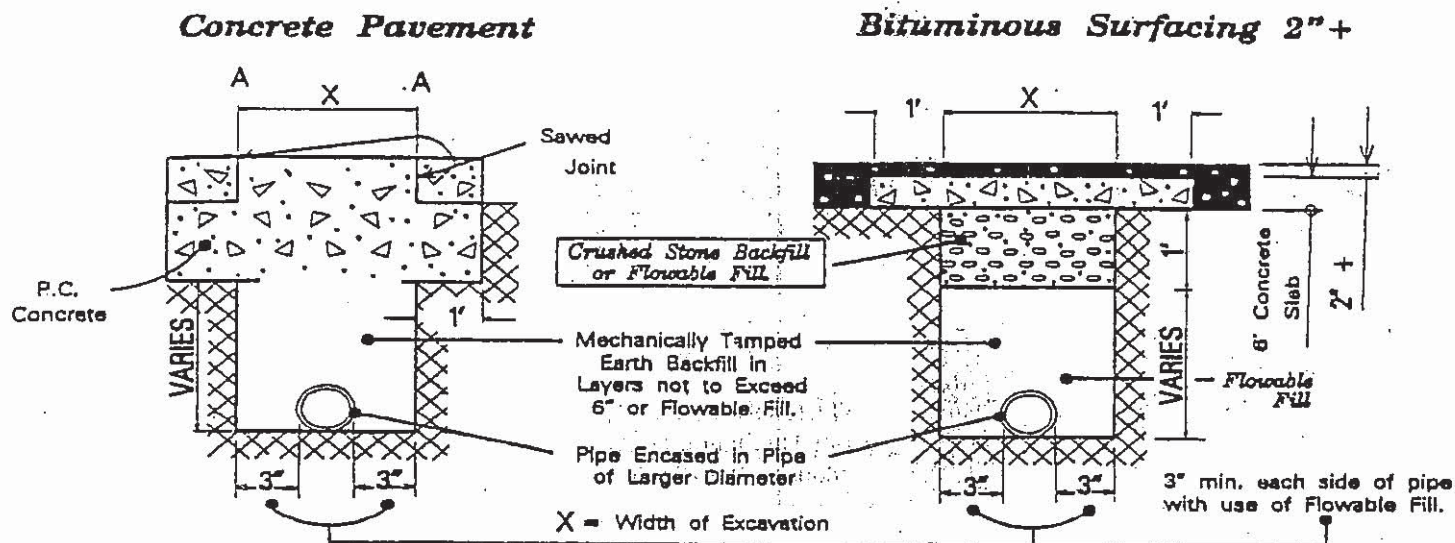
1. Push Pit and Receiving Pit shall be backfilled and thoroughly compacted.
2. All ditch lines are to remain open at all times.
3. Seed and straw all disturbed areas immediately after completing the work.
4. Provide traffic control as required to insure the safety of the traveling public in accordance with the current edition of the "Manual on Uniform Traffic Control Devices".

ALL SERVICES OVER 2" IN DIAMETER SHALL REQUIRE ENCASEMENT.

KENTUCKY TRANSPORTATION CABINET
Department of Highways
Permits Branch

TC 99-13
Rev 2/95

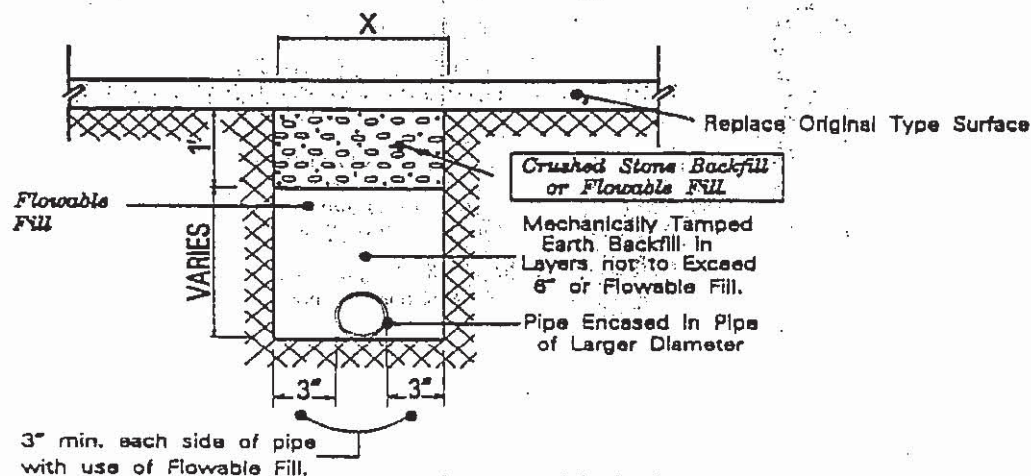
SURFACE RESTORATION METHODS



Replace Concrete Pavement with new pavement same thickness of existing pavement.

Replace Bituminous Pavement with same type and depth as existing pavement.

Bituminous Surface Less Than 2" & Traffic Bound Macadam



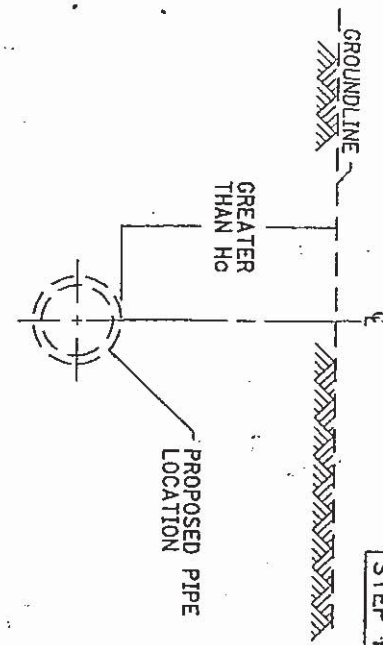
NOTE:

- Distance From points "A" (Concrete Pavement) to nearest joint or break in pavement must be six (6) feet or more. If less than six (6) feet, remove pavement to joint or break and replace entire slab.
- Concrete slab under Bituminous Surface to extend twelve (12) inches on each side of trench.
- An approved joint sealer to be applied between new and existing pavement.

KENTUCKY TRANSPORTATION CABINET

Department of Highways

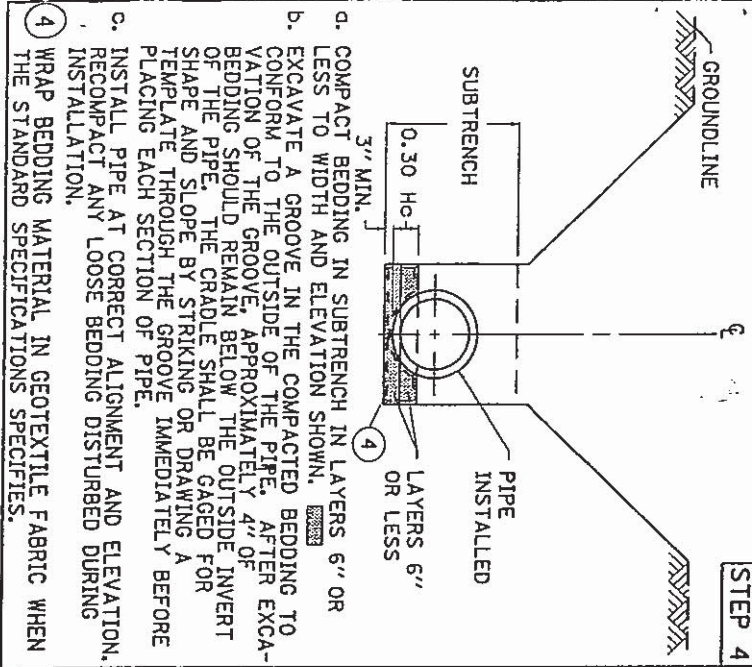
Methods of Surface Restoration Due to
Open trench Pipe Installation



d. TRENCH CONDITION IS WHEN GROUNDLINE ELEVATION IS GREATER THAN H_c ABOVE TOP OF PROPOSED PIPE.

NOTE:
GROUNDLINE MAY BE (a) EXISTING OR ORIGINAL
(b) EXCAVATED SURFACE OR
(c) EMBANKMENT SURFACE.

STEP 4

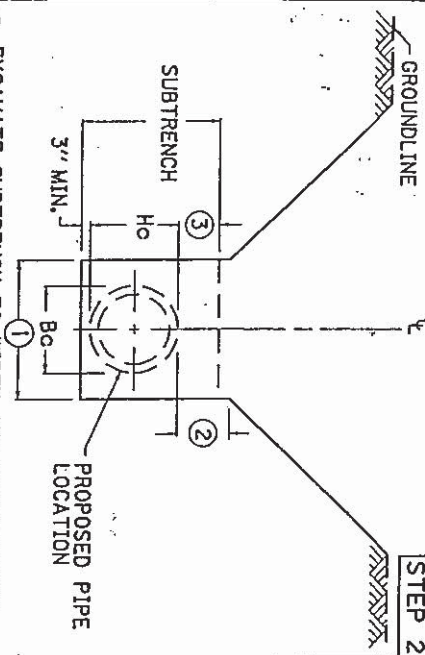


d. COMPACT BEDDING IN SUBTRENCH IN LAYERS 6" OR LESS TO WIDTH AND ELEVATION SHOWN.

b. EXCAVATE A GROOVE IN THE COMPACTED BEDDING TO CONFORM TO THE OUTSIDE OF THE PIPE. AFTER EXCAVATION OF THE GROOVE, APPROXIMATELY 4" OF BEDDING SHOULD REMAIN BELOW THE OUTSIDE INVERT OF THE PIPE. THE CRADLE SHALL BE GAGED FOR SHAPE AND SLOPE BY STRIKING OR DRAWING A TEMPLATE THROUGH THE GROOVE IMMEDIATELY BEFORE PLACING EACH SECTION OF PIPE.

c. INSTALL PIPE AT CORRECT ALIGNMENT AND ELEVATION. RECOMPACT ANY LOOSE BEDDING DISTURBED DURING INSTALLATION.

4. WRAP BEDDING MATERIAL IN GEOTEXTILE FABRIC WHEN THE STANDARD SPECIFICATIONS SPECIFIES.



d. EXCAVATE SUBTRENCH TO WIDTH AND DEPTH SHOWN.

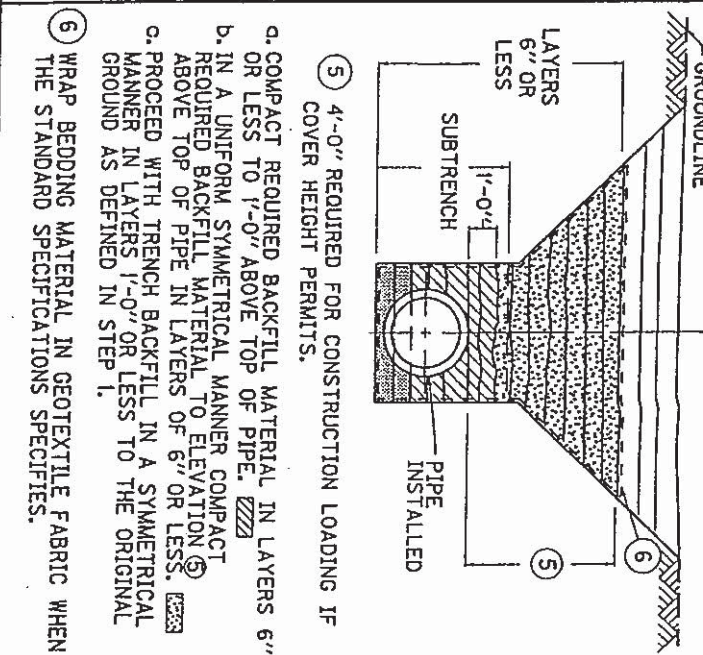
b. TRENCH WALLS MAY BE CONSTRUCTED VERTICAL, FOR ILLUSTRATION PURPOSES THE DETAIL DEPICTS A SLOPING WALL TRENCH, WHICHEVER METHOD IS USED, THE TRENCH WALLS SHALL REMAIN SYMMETRICAL ABOUT THE CENTERLINE OF THE PIPE.

1. $B_c + 24"$ FOR PIPE 36" DIA. OR LESS.
 $B_c + 48"$ FOR PIPE GREATER THAN 36" DIA.

2. SLOPING OF TRENCH WALLS MAY BEGIN AT ANY ELEVATION GREATER THAN 1'-0" ABOVE TOP OF PIPE. THE SUBTRENCH SHALL ALWAYS BE REQUIRED.

3. 1'-0" MINIMUM TO H_c MAXIMUM.

STEP 5



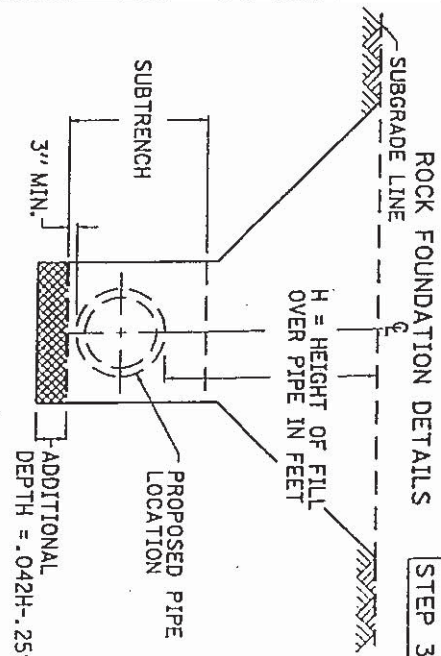
5. 4'-0" REQUIRED FOR CONSTRUCTION LOADING IF COVER HEIGHT PERMITS.

d. COMPACT REQUIRED BACKFILL MATERIAL IN LAYERS 6" OR LESS TO 1'-0" ABOVE TOP OF PIPE.

b. IN A UNIFORM SYMMETRICAL MANNER COMPACT REQUIRED BACKFILL MATERIAL TO ELEVATION 5' ABOVE TOP OF PIPE IN LAYERS OF 6" OR LESS.

c. PROCEED WITH TRENCH BACKFILL IN A SYMMETRICAL MANNER IN LAYERS 1'-0" OR LESS TO THE ORIGINAL GROUND AS DEFINED IN STEP 1.

6. WRAP BEDDING MATERIAL IN GEOTEXTILE FABRIC WHEN THE STANDARD SPECIFICATIONS SPECIFIES.

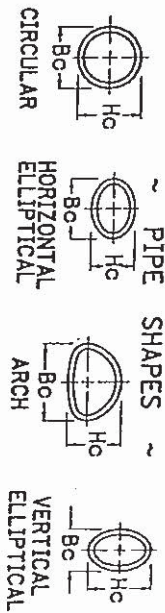


d. IF ROCK FOUNDATION IS NOT ENCOUNTERED, GO DIRECTLY TO "STEP 4".

b. IF ROCK FOUNDATION IS ENCOUNTERED, EXCAVATE TRENCH ADDITIONAL DEPTH USING FORMULA GIVEN. THIS ADDITIONAL DEPTH SHALL BE A MIN. OF 4" AND SHALL NOT EXCEED 24".

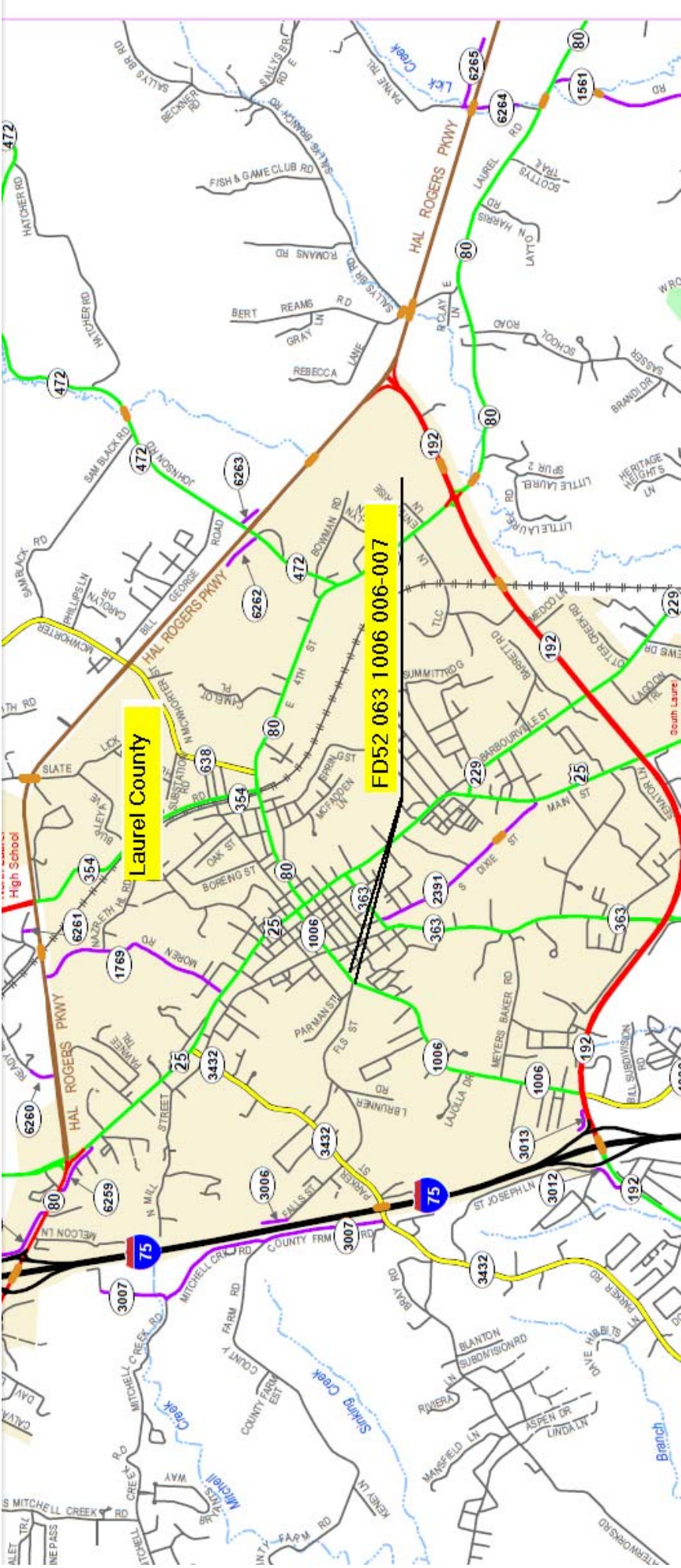
c. BACKFILL ADDITIONAL EXCAVATION AREA WITH COMPACTED BEDDING MATERIAL IN LAYERS 6" OR LESS.

STEP 3



NOTE:
FOR CLASSES AND GAGES OF PIPE SEE CURRENT STANDARD DRAWINGS RDI-001 THRU RDI-008 AND RDI-011 AND RDI-012.

KENTUCKY	
DEPARTMENT OF HIGHWAYS	
PIPE BEDDING	
TRENCH	
CONDITION	
STANDARD DRAWING NO. RDI-025-04	
SUBMITTED TO: <i>[Signature]</i>	12-2-02
APPROVED: <i>[Signature]</i>	12-2-02

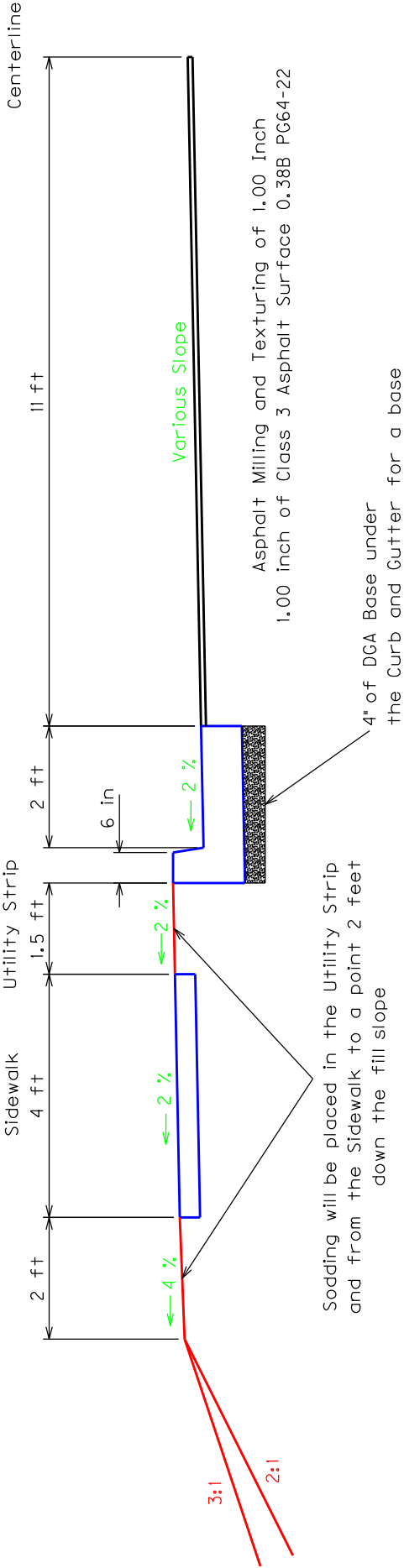


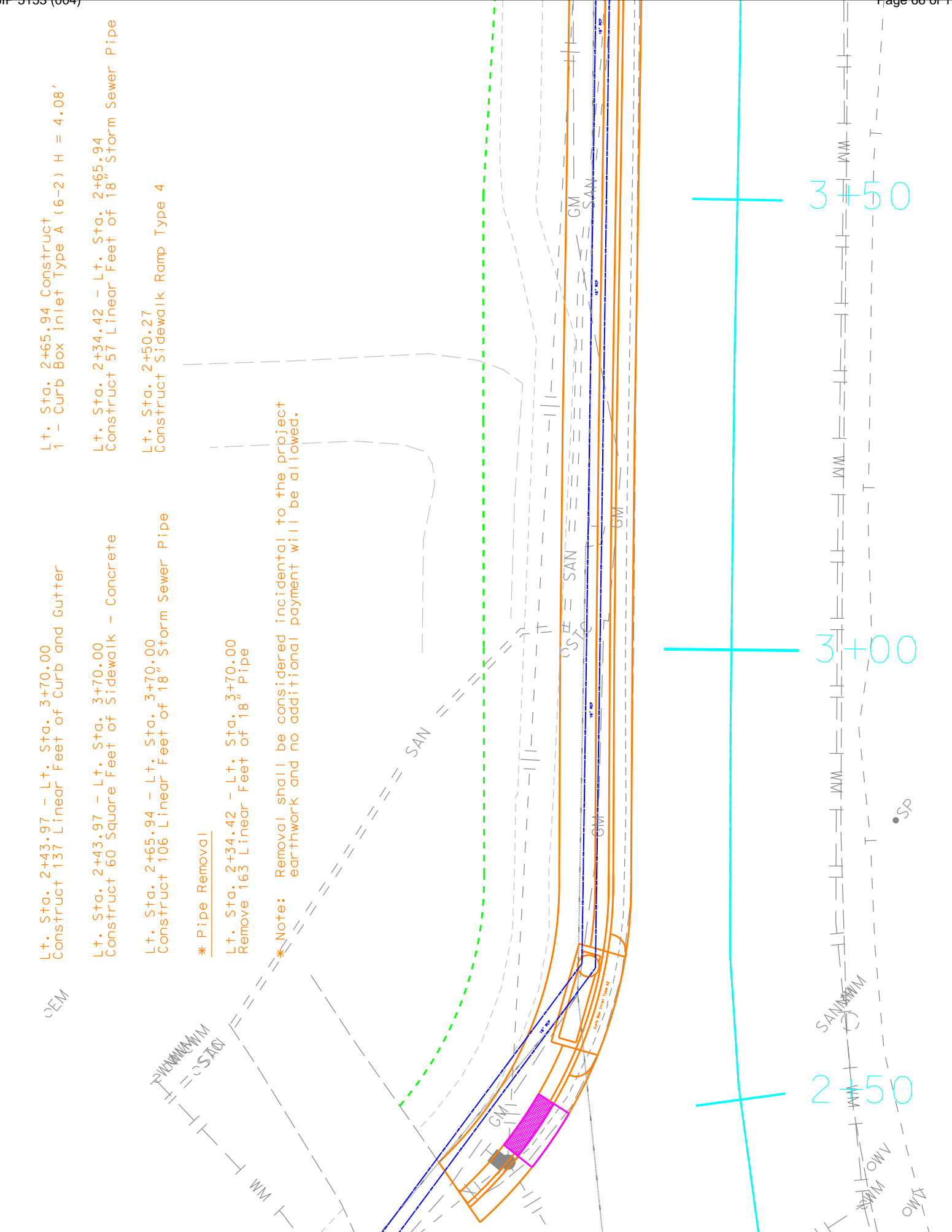
**Laurel County
SIDEWALK RAMP AND DETECTABLE WARNING SUMMARY
FD52-063-1006-006-007**

	INTERSECTION	RAMP TYPE	DETECTABLE WARNING SF	NOTES
	KY1006 & Falls Street	4	15	Placed in New Sidewalk
	KY1006 & Falls Street		15	Placed in the Existing Sidewalk
TOTAL			30	

KY 1006

Typical Section





Lt. Sta. 4+60.37 Construct
1 - Curb Box Inlet Type A Modified - 2

Lt. Sta. 4+57.52 Construct
1 - Drop Box Inlet Type 14

Lt. Sta. 4+57.52 - 4+60.37
Construct 13 Linear Feet of 15" Storm Sewer Pipe

Lt. Sta. 4+60.37 - 4+68.37
Construct 8 Linear Feet of 18" Storm Sewer Pipe to
be connected to existing with a Pipe Collar

Lt. Sta. 3+70.00 - Lt. Sta. 4+74.70
Construct 105 Linear Feet of Curb and Gutter

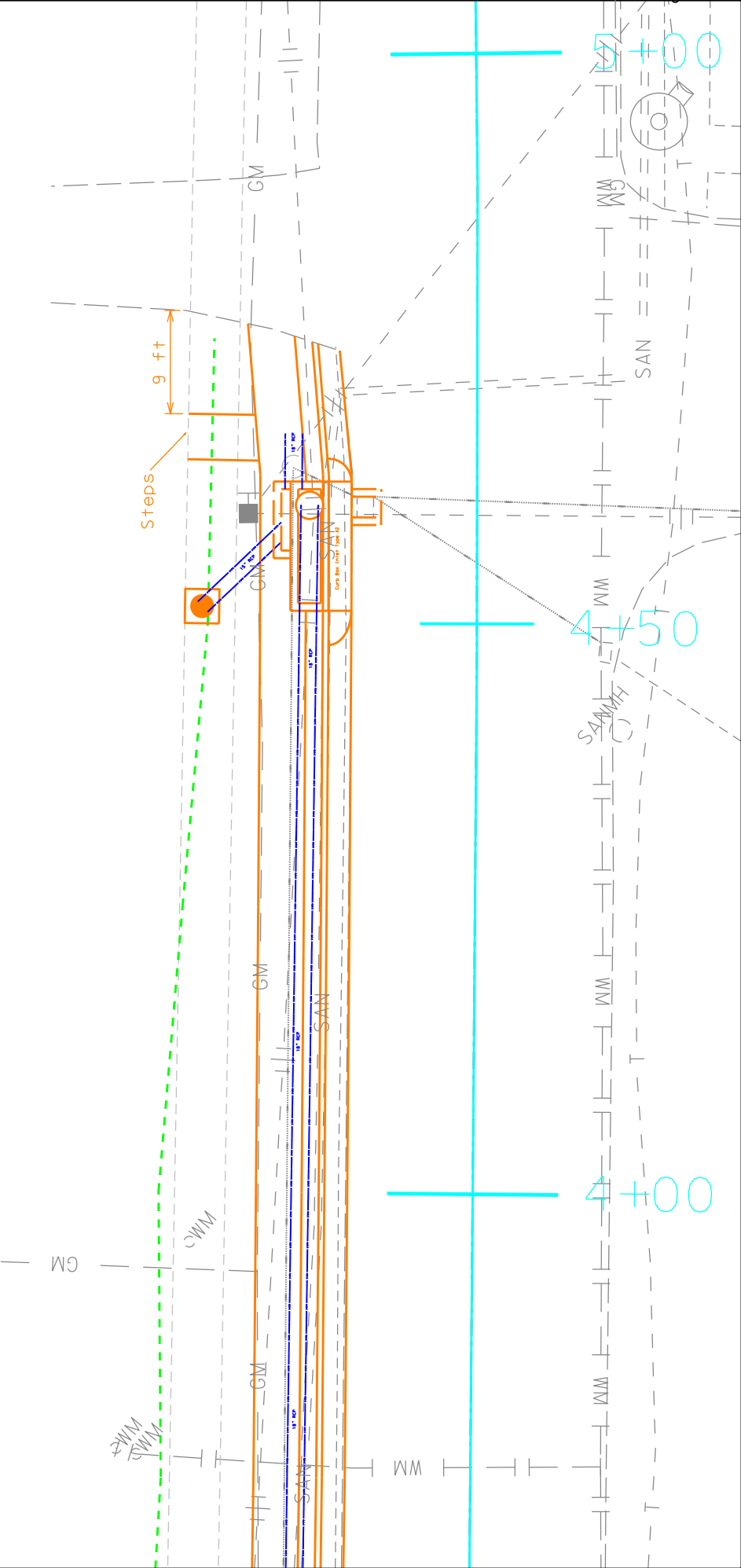
Lt. Sta. 3+70.00 - Lt. Sta. 4+76.28
Construct 55 Square Feet of Sidewalk - Concrete

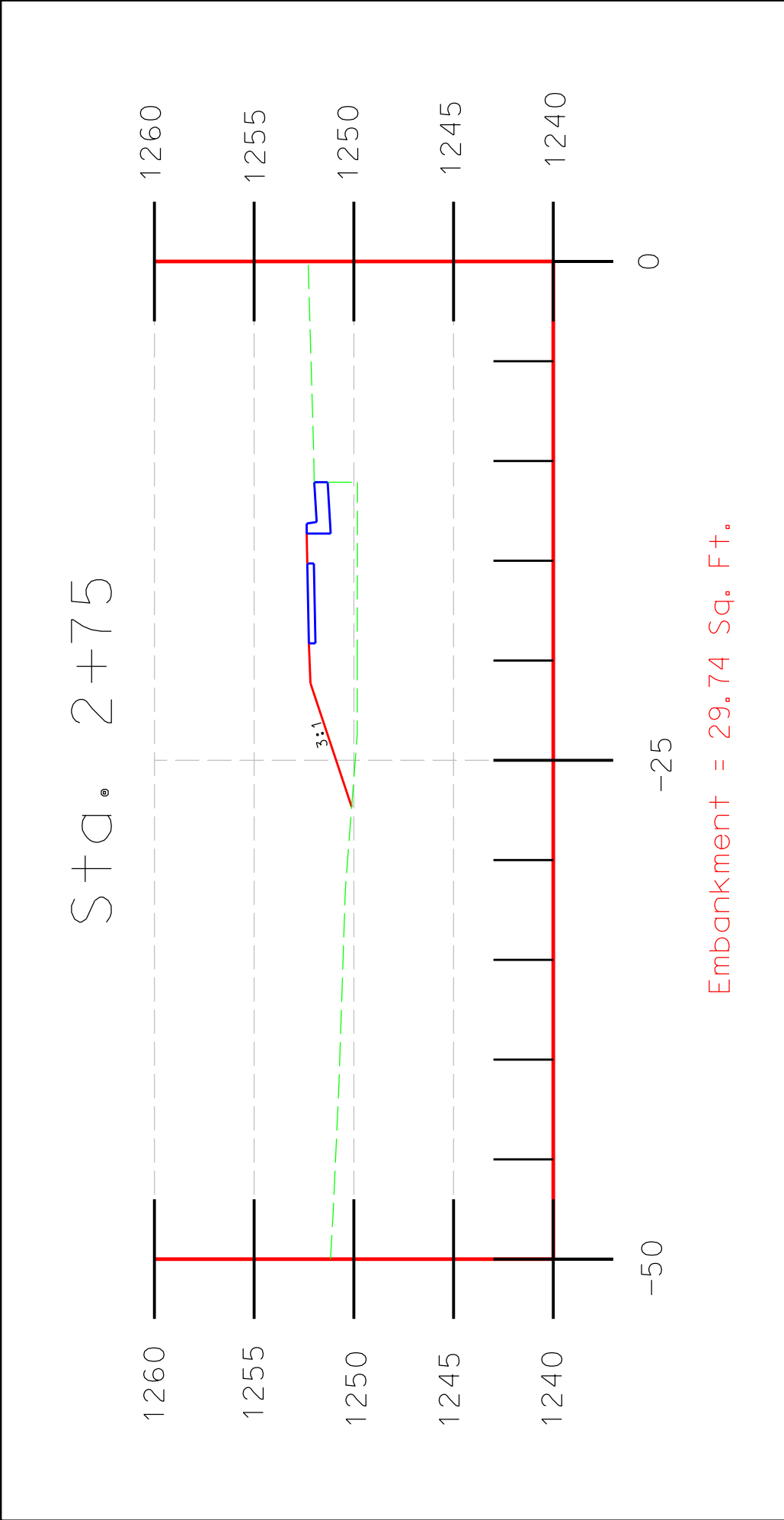
Lt. Sta. 3+70.00 - Lt. Sta. 4+60.37
Construct 91 Linear Feet of 18" Storm Sewer Pipe

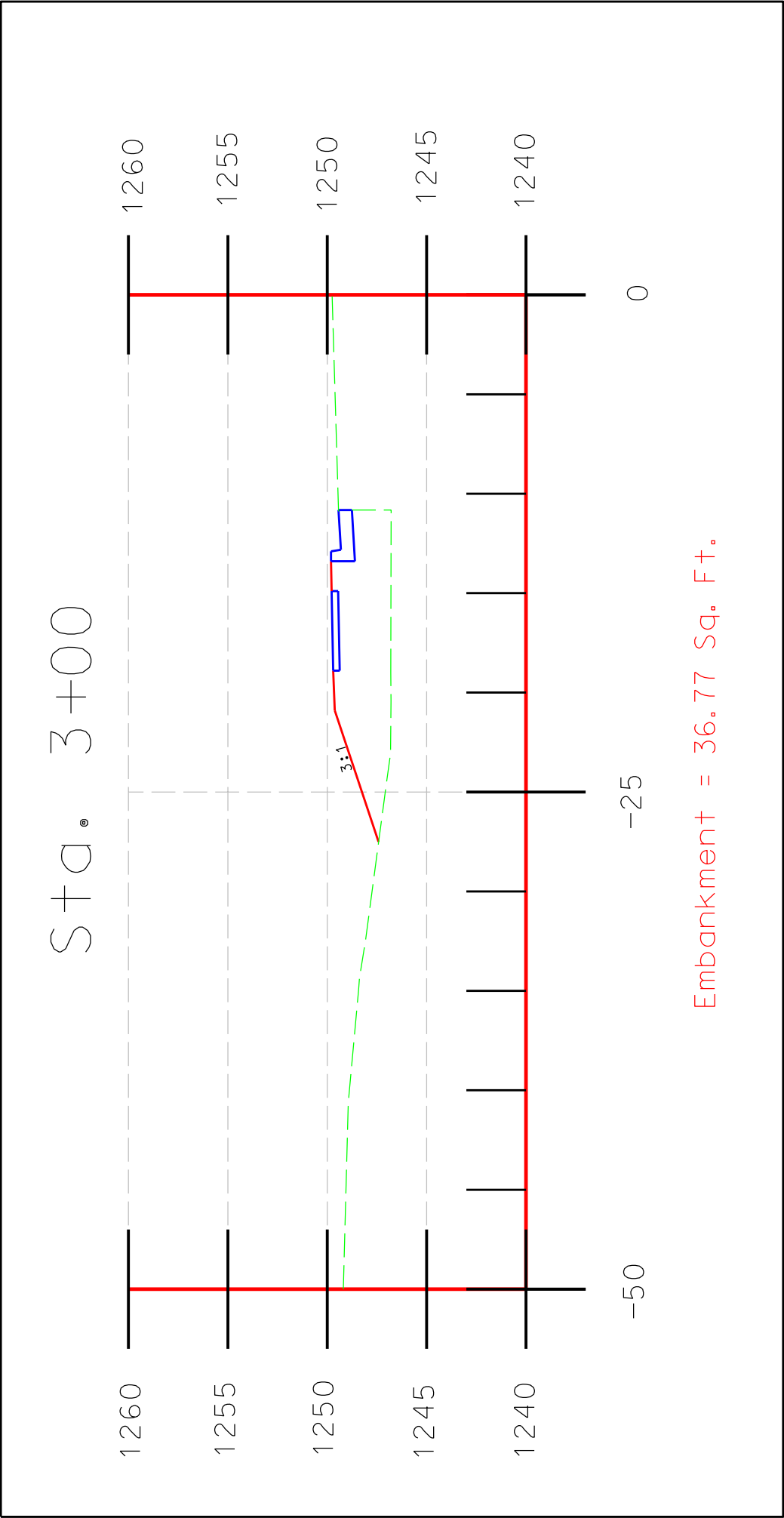
* Pipe Removal

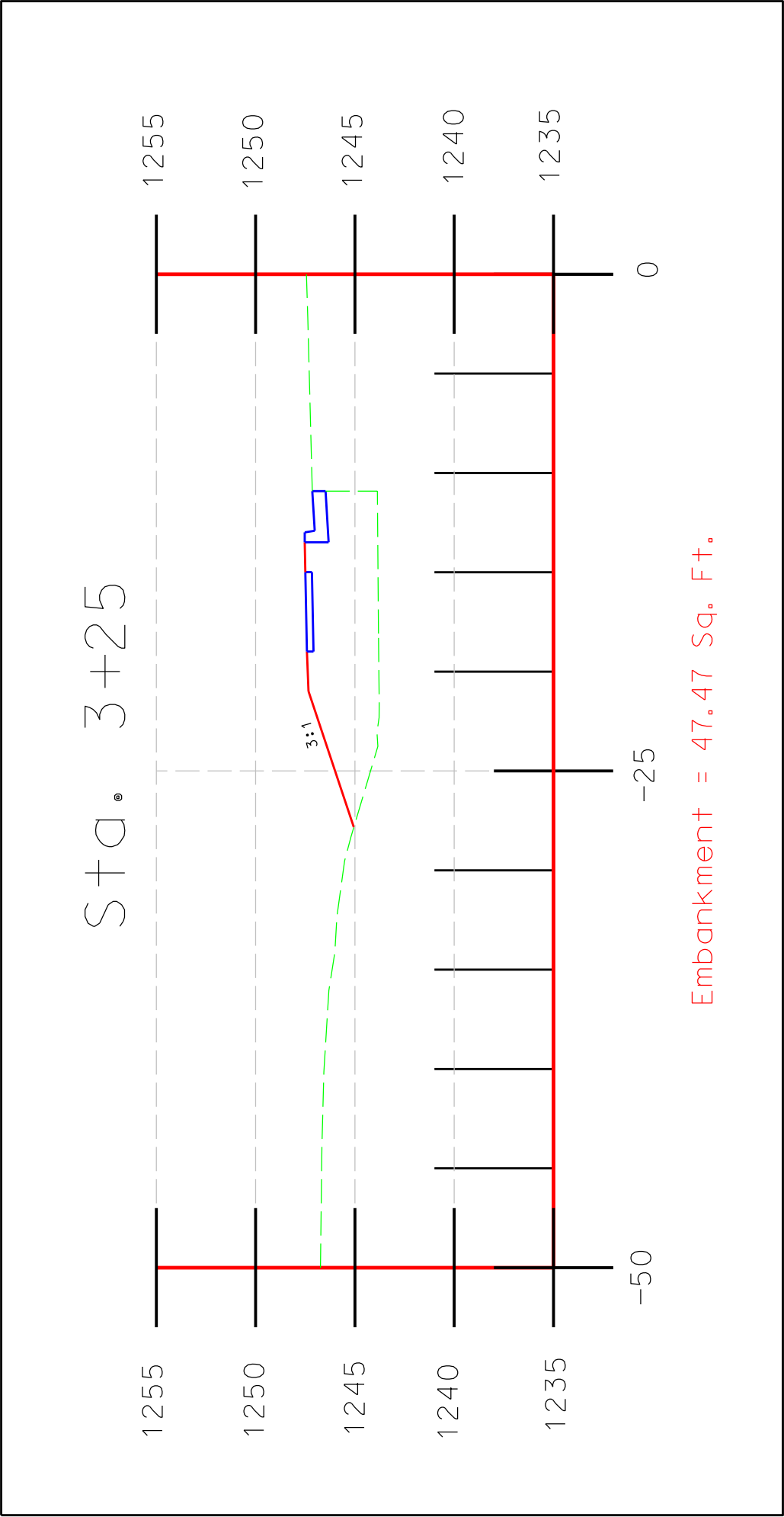
Lt. Sta. 3+70.00 - Lt. Sta. 4+60.37
Remove 91 Linear Feet of 18" Pipe

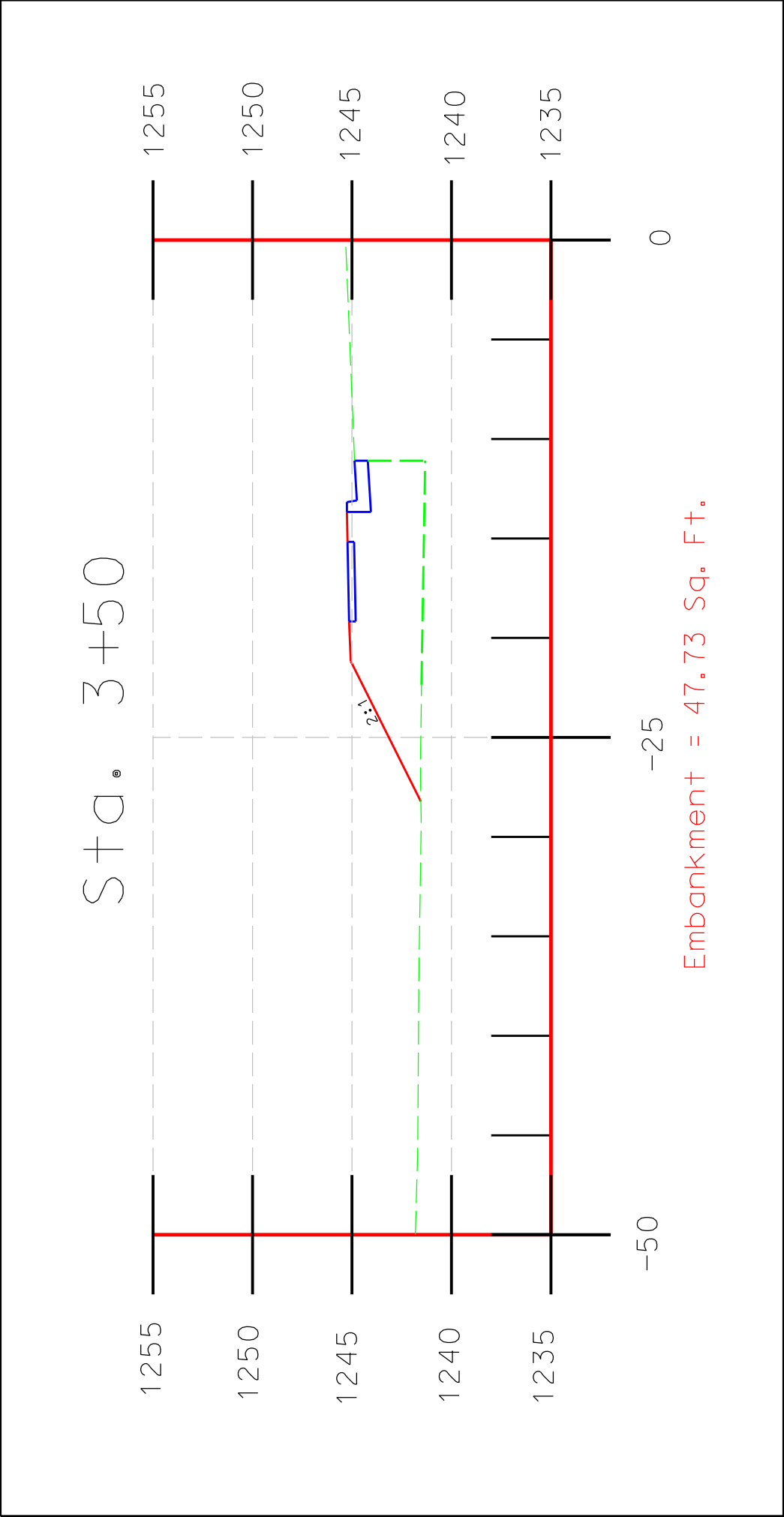
* Note: Removal shall be considered incidental to the project
earthwork and no additional payment will be allowed.

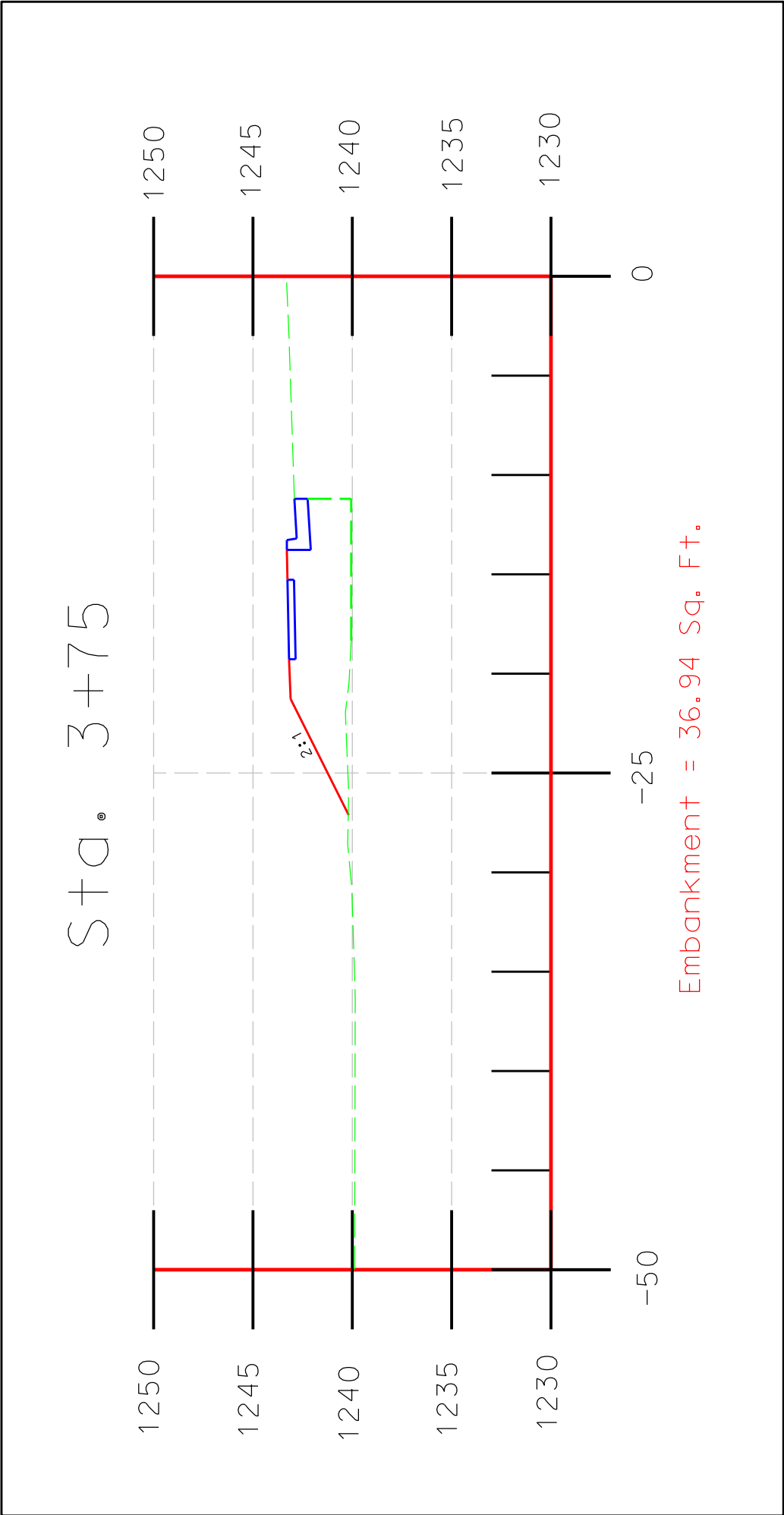


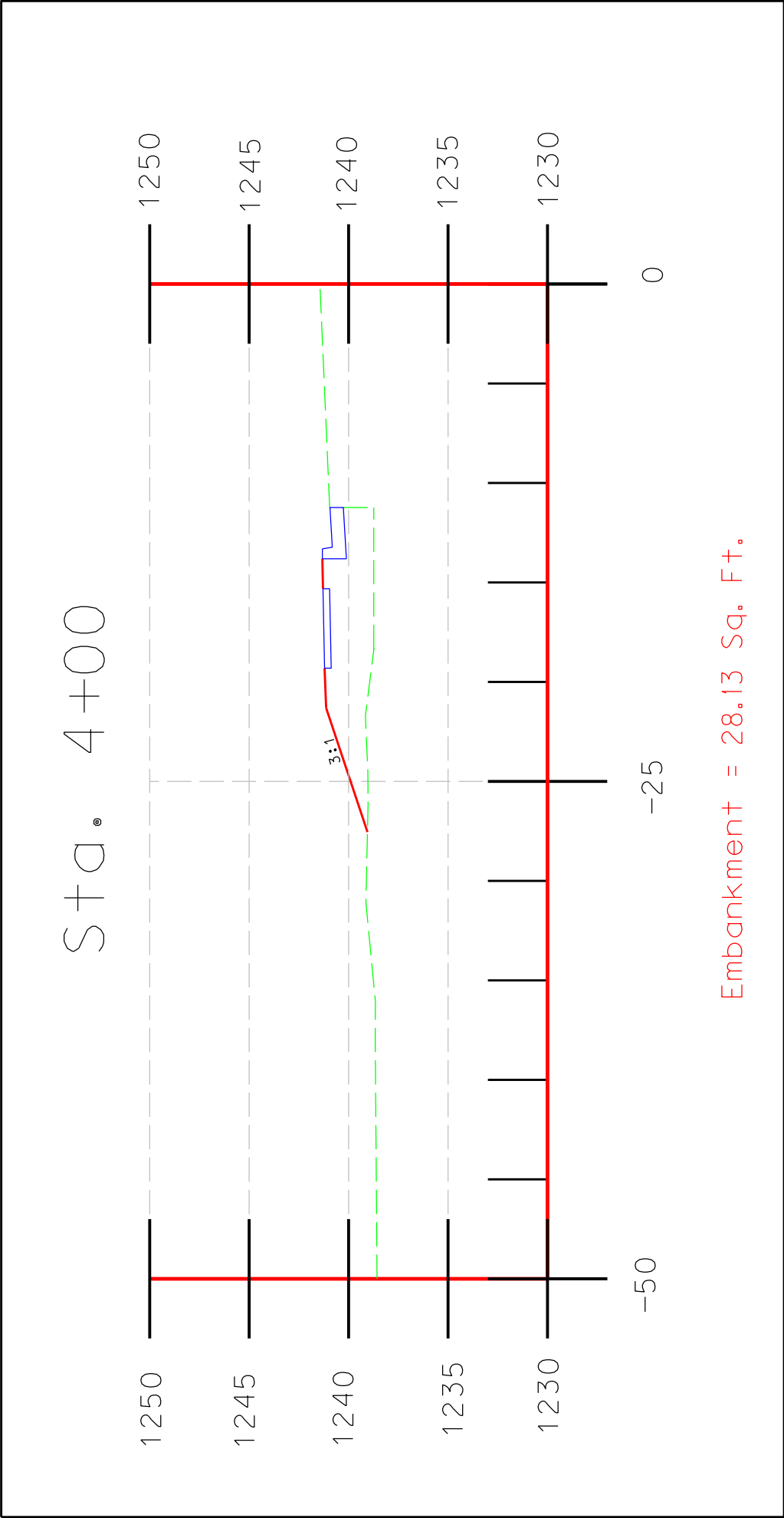


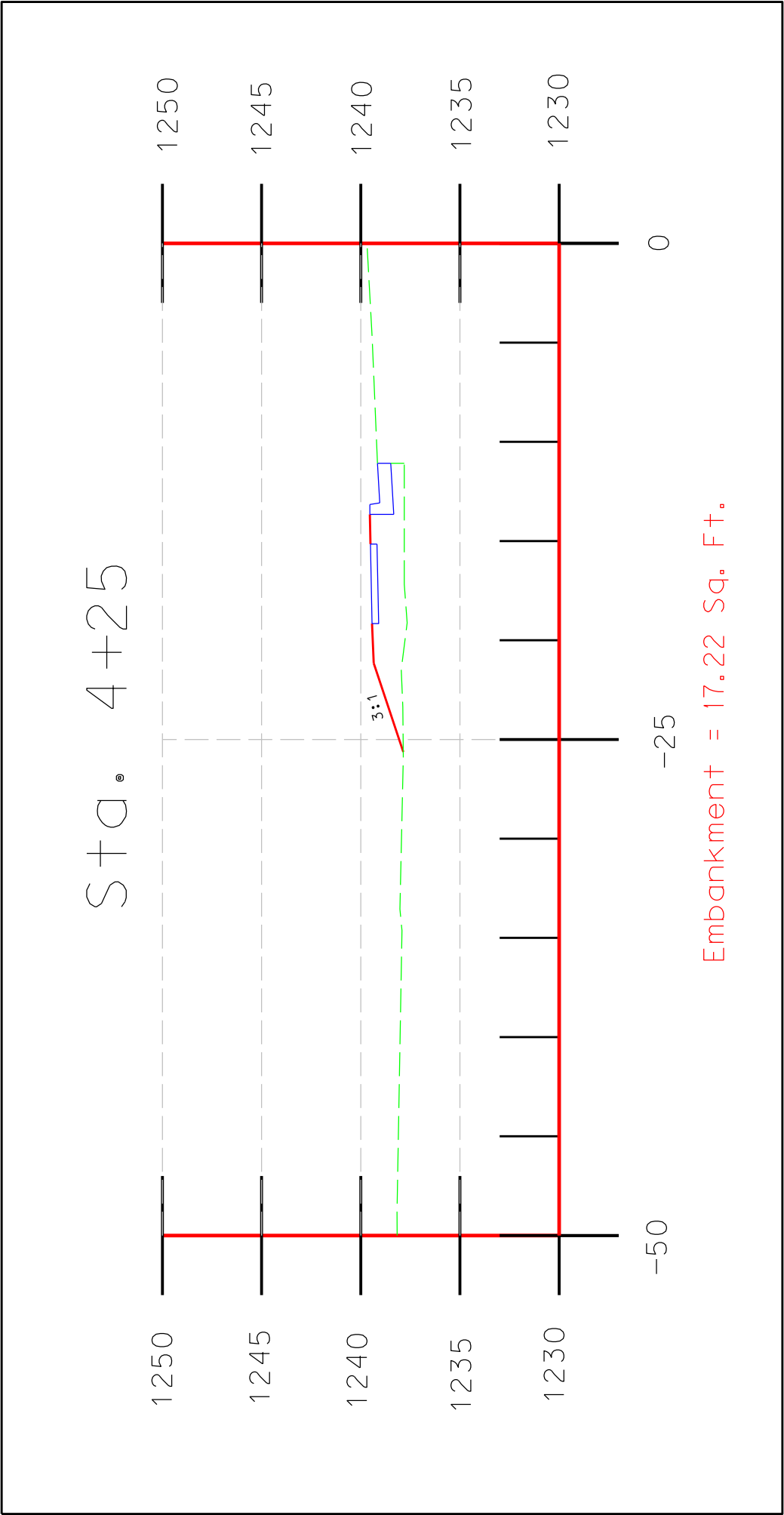


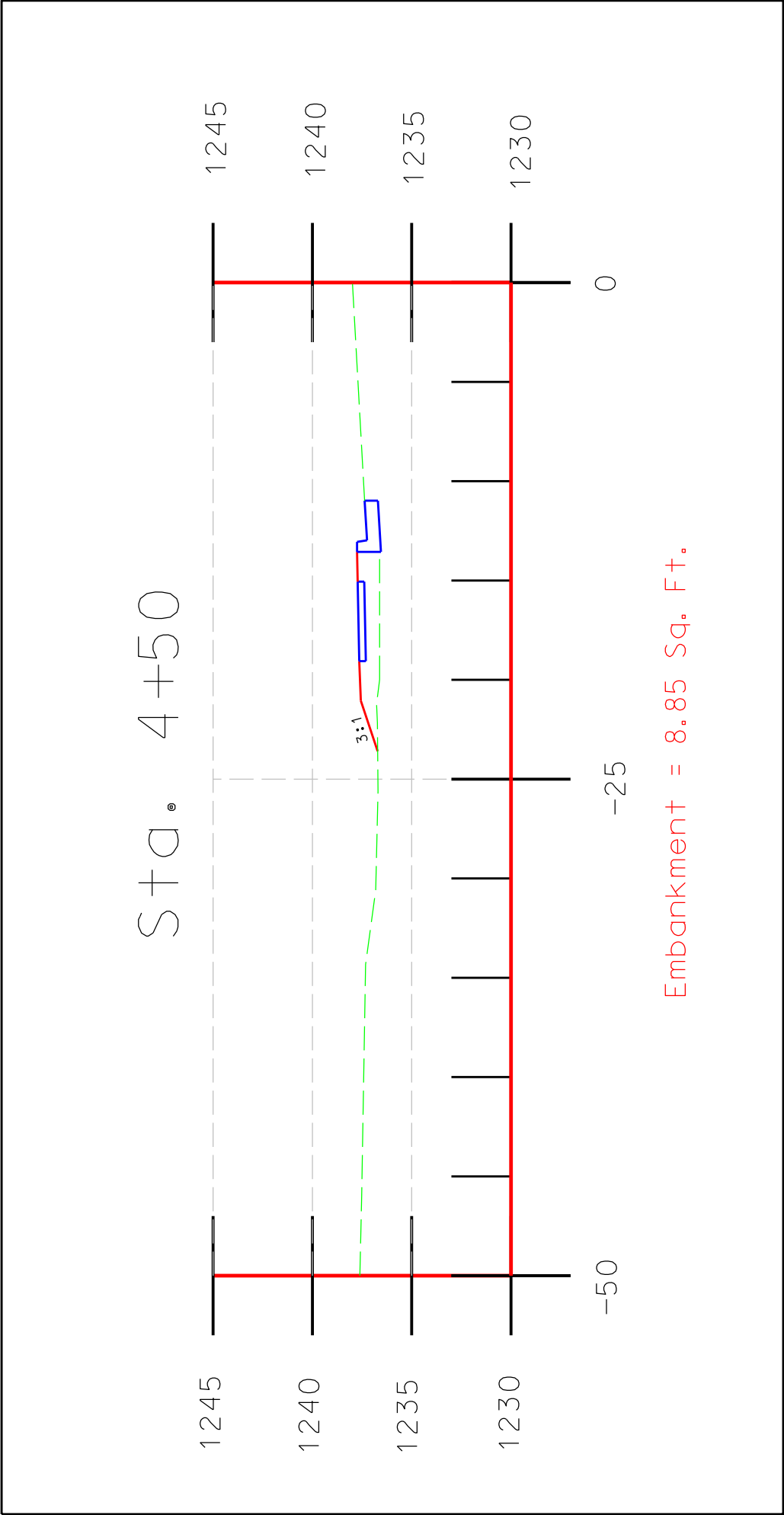


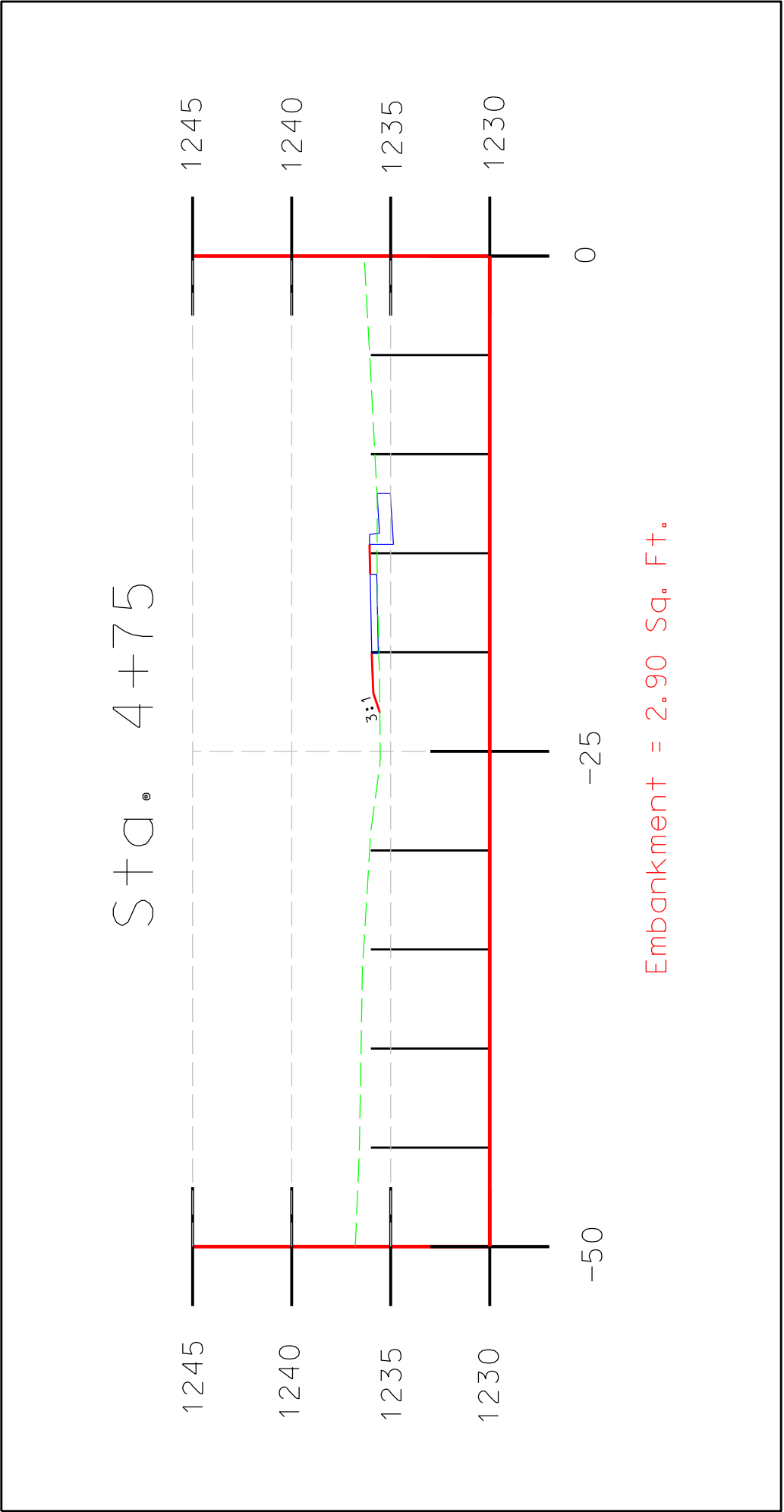












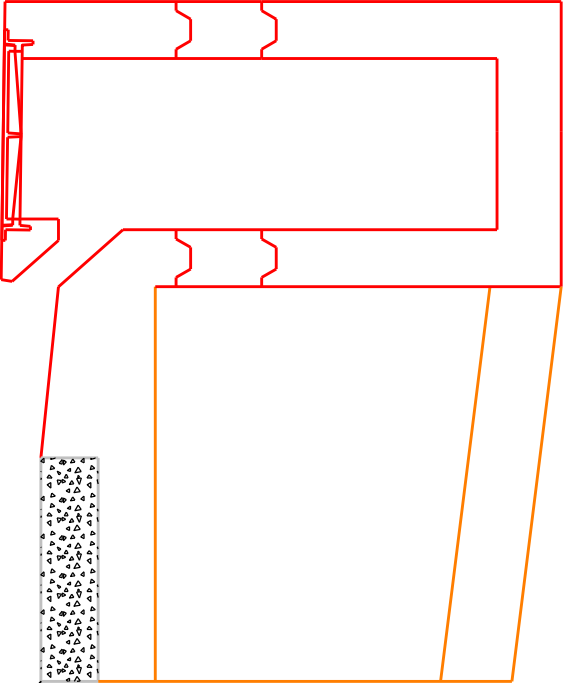
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8 INCHES OF LEVELING AND
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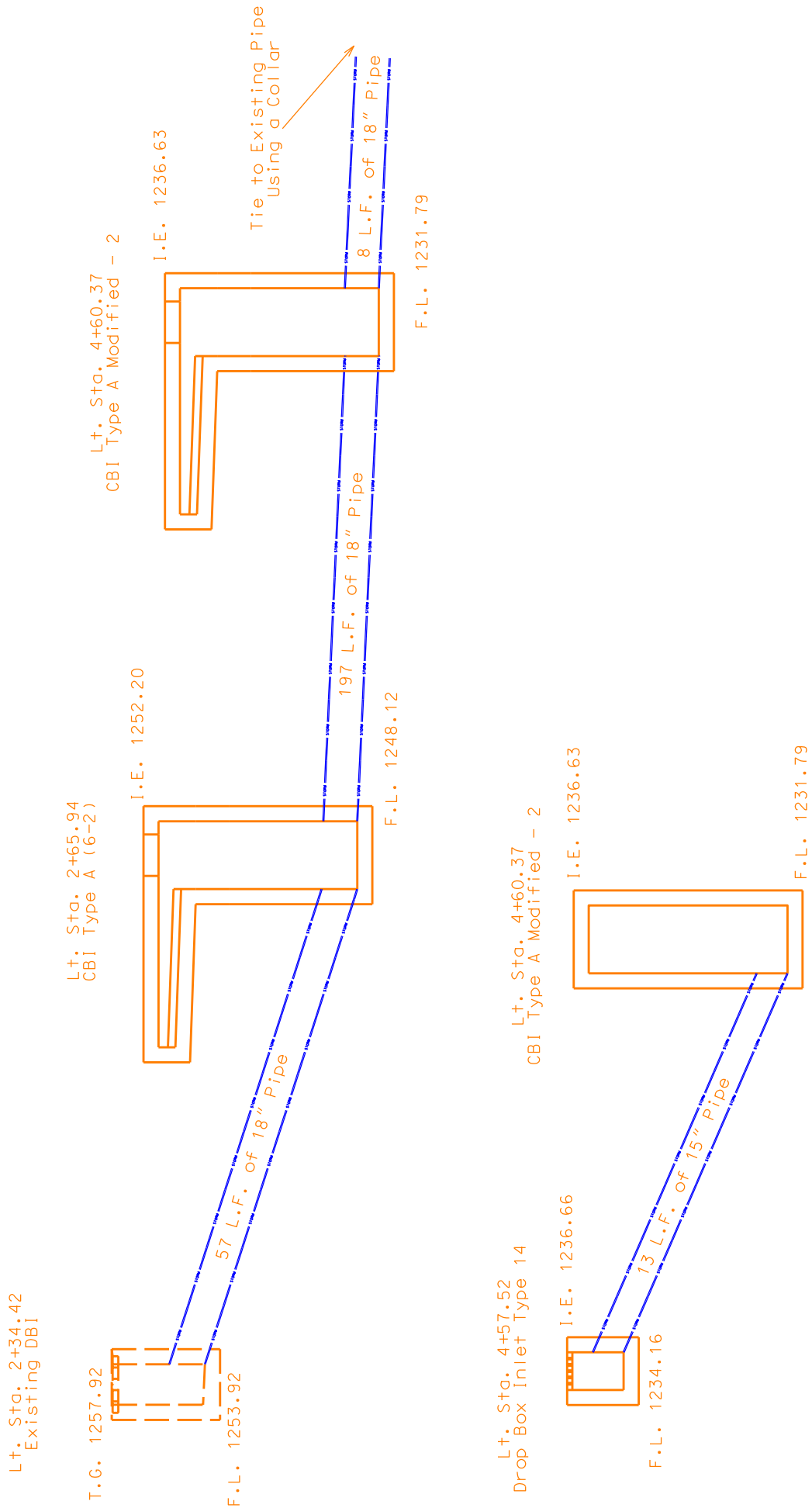
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Pipe Sections for KY 1006



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)

Subsection:	402.03.02 Contractor Quality Control and Department Acceptance.
Part:	D) Testing Responsibilities.
Number:	4) Density.
Revision:	Replace the second sentence of the Option A paragraph with the following: Perform coring by the end of the following work day.
Subsection:	606.03.17 Special Requirements for Latex Concrete Overlays.
Part:	A) Existing Bridges and New Structures.
Number:	1) Prewetting and Grout-Bond Coat.
Revision:	Add the following sentence to the last paragraph: Do not apply a grout-bond coat on bridge decks prepared by hydrodemolition.
Subsection:	609.03 Construction.
Revision:	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.

SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

This Special Note will apply when indicated on the plans or in the proposal.

1.0 DESCRIPTION. Furnish, install, operate, and maintain variable message signs at the locations shown on the plans or designated by the Engineer. Remove and retain possession of variable message signs when they are no longer needed on the project.

2.0 MATERIALS.

2.1 General. Use LED Variable Message Signs Class I, II, or III, as appropriate, from the Department's List of Approved Materials.

Unclassified signs may be submitted for approval by the Engineer. The Engineer may require a daytime and nighttime demonstration. The Engineer will make a final decision within 30 days after all required information is received.

2.2 Sign and Controls. All signs must:

- 1) Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- 2) Provide at least 40 preprogrammed messages available for use at any time. Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
 - a) Keyboard or keypad.
 - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
 - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
 - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- 9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.

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- 12) Allow an on-off flashing sequence at an adjustable rate.
- 13) Provide a sight to aim the message.
- 14) Provide a LED display color of approximately 590 nm amber.
- 15) Provide a controller that is password protected.
- 16) Provide a security device that prevents unauthorized individuals from accessing the controller.
- 17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

/KEEP/RIGHT/⇒⇒⇒/	/MIN/SPEED/**MPH/
/KEEP/LEFT/⇐⇐⇐/	/ICY/BRIDGE/AHEAD/ /ONE
/LOOSE/GRAVEL/AHEAD/	LANE/BRIDGE/AHEAD/
/RD WORK/NEXT/**MILES/	/ROUGH/ROAD/AHEAD/
/TWO WAY/TRAFFIC/AHEAD/	/MERGING/TRAFFIC/AHEAD/
/PAINT/CREW/AHEAD/	/NEXT/***/MILES/
/REDUCE/SPEED/**MPH/	/HEAVY/TRAFFIC/AHEAD/
/BRIDGE/WORK/***() FT/	/SPEED/LIMIT/**MPH/
/MAX/SPEED/**MPH/	/BUMP/AHEAD/
/SURVEY/PARTY/AHEAD/	/TWO/WAY/TRAFFIC/

*Insert numerals as directed by the Engineer.

Add other messages during the project when required by the Engineer.

2.3 Power.

- 1) Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.

3.0 CONSTRUCTION. Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

Maintain the sign in proper working order, including repair of any damage done by others, until completion of the project. When the sign becomes inoperative, immediately repair or replace the sign. Repetitive problems with the same unit will be cause for rejection and replacement.

Use only project related messages and messages directed by the Engineer, unnecessary messages lessen the impact of the sign. Ensure the message is displayed in either one or 2 phases with each phase having no more than 3 lines of text. When no message is needed, but it is necessary to know if the sign is operable, flash only a pixel.

When the sign is not needed, move it outside the clear zone or where the Engineer directs. Variable Message Signs are the property of the Contractor and shall be removed from the project when no longer needed. The Department will not assume ownership of these signs.

4.0 MEASUREMENT. The final quantity of Variable Message Sign will be

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the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

5.0 PAYMENT. The Department will pay for the Variable Message Signs at the unit price each. The Department will not pay for signs replaced due to damage or rejection. Payment is full compensation for furnishing all materials, labor, equipment, and service necessary to, operate, move, repair, and maintain or replace the variable message signs. 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>
02671	Portable Changeable Message Sign	Each

Effective June 15, 2012

2012 STANDARD DRAWINGS THAT APPLY

ROADWAY
~ DRAINAGE ~
BOX INLETS AND OUTLETS

DROP BOXES

DROP BOX INLET TYPE 14 & 15..... RDB-020-04

CURB BOXES

CURB BOX INLET TYPE A (DETAIL DRAWING)..... RDB-270-08

CURB BOX INLET TYPE A (STEEL DRAWING)..... RDB-271-04

CURB BOX INLET TYPE A (TOP PHASE TABLES)..... RDB-272-06

CURB BOX INLET TYPE A (DETAIL & BAR CHART FOR 8” LID) RDB-273-05

TYPICAL DRAINAGE INSTALLATIONS

CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS RDI-001-09

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

~ GENERAL ~

MISCELLANEOUS STANDARDS

MISCELLANEOUS STANDARDS PART 1 RGX-001-05

TYPICAL EMBANKMENT FOUNDATION BENCHES RGX-010-03

DETECTABLE WARNINGS RGX-040-02

ONE POINT PROCTER FAMILY OF CURVES..... RGX-200

~ PAVEMENT ~

MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC.

CURB AND GUTTER, CURBS AND VALLEY GUTTER RPM-100-09

APPROACHES, ENTRANCES, AND MAIL BOX TURNOUT RPM-110-06

SIDEWALK RAMPS RPM-170-08

SIDEWALK RAMP RPM-172-06

TRAFFIC
~ TEMPORARY ~
TRAFFIC CONTROL

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

DEVICES

PAVEMENT CONDITION WARNING SIGNS..... TTD-125-01

STRIPING OPERATIONS

MOBILE OPERATION FOR PAINT STRIPING CASE I..... TTS-100-01

MOBILE OPERATION FOR PAINT STRIPING CASE II TTS-105-01

NOTES

- ① GAGES FOR CORRUGATED STEEL PIPE ITEMS SHOWN ARE BASED ON ALUMINUM-COATED TYPE 2 STEEL AS PER AASHTO M-274. ALUMINUM COATED TYPE 2 STEEL IS ONLY PERMITTED IN PH RANGES OF 5 TO 9
2. WHEN CORRUGATED STEEL PIPE IS ZINC COATED (GALVANIZED) THE GAGE SHALL BE ONE GAGE HEAVIER THAN SHOWN IN THE TABLES.
3. CSP, CAP, SRS AND SRA ARE SHOWN IN GAGE.
4. MAXIMUM COVER HEIGHT MEASURED FROM TOP OF PIPE TO SUBGRADE ELEVATION SHALL GOVERN GAGE OF PIPE TO BE USED FOR ENTIRE LENGTH OF PIPE INSTALLATION.
5. MINIMUM COVER HEIGHTS FOR PIPE SHALL BE 2 FEET. GAGE OF PIPE FOR COVER HEIGHTS LESS THAN 2 FEET SHALL BE THAT SHOWN FOR COVER HEIGHTS OF 30 FEET (SEE STD. SPECIFICATIONS FOR BACKFILL). HDPE AND PVC SHALL NOT BE PERMITTED FOR COVER HEIGHTS LESS THAN 2 FEET.
- ⑥ 24" DIA. PIPE IS MINIMUM SIZE FOR COVER HEIGHTS FROM 30 FEET TO 65 FEET.
7. MINIMUM COVER HEIGHT FOR ENTRANCE PIPE SHALL BE 0.5 FEET.
8. GAGE OF ENTRANCE PIPE FOR COVER HEIGHTS LESS THAN 2 FEET SHALL MEET THE FOLLOWING REQUIREMENTS:
 - a. GAGE OF CSP SHALL BE THAT SHOWN FOR HEIGHTS OF 30 FEET.
 - b. GAGE OF CAP SHALL BE ONE GAGE HEAVIER THAN SHOWN IN THE TABLE.
9. ALL CIRCULAR STRUCTURAL PLATE SHALL BE 5% VERTICALLY ELONGATED.
10. SEE CURRENT STANDARD DRAWING RDI-035 FOR COATINGS, LININGS AND PAVINGS FOR NON-STRUCTURAL PIPE.
- ⑪ SEE DETAIL SHEET "PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER REINFORCED CONC. PIPE" "PIPE BEDDING TRENCH CONDITION REINFORCED CONC. PIPE" FOR RCP COVER HEIGHT AND BEDDING REQUIREMENTS.

LEGEND

2. WHEN CORRUGATED STEEL PIPE IS ZINC COATED (GALVANIZED) THE GAGE SHALL BE ONE GAGE HEAVIER THAN SHOWN IN THE TABLES.

CCSPHS: CORRUGATED STEEL PIPE WITH HELICAL
LOCK SEAM OR HELICAL WELDED SEAM (HELICAL CORR.)

3. CSP, CAP, SRS AND SRA ARE SHOWN IN GAGE.

4. MAXIMUM COVER HEIGHT MEASURED FROM TOP OF PIPE TO SUBGRADE ELEVATION SHALL GOVERN GAGE OF PIPE TO BE USED FOR ENTIRE LENGTH OF PIPE INSTALLATION.

5. MINIMUM COVER HEIGHTS FOR PIPE SHALL BE 2 FEET. GAGE OF PIPE FOR COVER HEIGHTS

LESS THAN 2 FEET SHALL BE THAT SHOWN FOR COVER HEIGHTS OF 30 FEET (SEE STD. SPECIFICATIONS FOR BACKFILL). HOPE AND PVC SHALL NOT BE PERMITTED FOR COVER HEIGHTS LESS THAN 2 FEET.

⑥ 24" DIA. PIPE IS MINIMUM SIZE FOR COVER HEIGHTS FROM 30 FEET TO 65 FEET.

7. MINIMUM COVER HEIGHT FOR ENTRANCE PIPE SHALL BE 0.5 FEET.

8. GAGE OF ENTRANCE PIPE FOR COVER HEIGHTS LESS THAN 2 FEET SHALL MEET THE FOLLOWING REQUIREMENTS:

g. GAGE OF CSP SHALL BE THAT SHOWN FOR HEIGHTS OF 30 FEET.

b. GAGE OF CAP SHALL BE ONE GAGE HEAVIER THAN SHOWN IN THE TABLE.

9. ALL CIRCULAR STRUCTURAL PLATE SHALL BE 5% VERTICALLY ELONGATED.

10. SEE CURRENT STANDARD DRAWING RDI-035 FOR COATINGS, LININGS AND PAVINGS FOR NON-STRUCTURAL PIPE

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

KENTUCKY	
DEPARTMENT OF HIGHWAYS	
CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS	
APPROVED	04-25-08 DATE
TERRY H. HARRIS, P.E. STATE ENGINEER	

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

- LEGEND
- CSPHS: CORRUGATED STEEL PIPE WITH HELICAL LOCK SEAM OR HELICAL WELDED SEAM (HELICAL CORR.)
- CSPLS: CORRUGATED STEEL PIPE WITH LONGITUDINAL RIVETED OR SPOT WELDED SEAM (ANNULAR CORR.)
- CAPHs: CORRUGATED ALUMINUM ALLOY PIPE WITH HELICAL LOCK SEAM (HELICAL CORR.)
- HDPE: HIGH DENSITY POLYETHYLENE PIPE
- PVC: POLYVINYL CHLORIDE
- SRS: SPIRAL RIB STEEL
- SRA: SPIRAL RIB ALUMINUM
- RCP: CIRCULAR REINFORCED CONCRETE PIPE
- FF: FLOWABLE FILL REQUIRED
- NOTES CONTINUED
- SEE DETAIL SHEET "PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER REINFORCED CONC. PIPE" AND DETAIL SHEET "PIPE BEDDING TRENCH CONDITION REINFORCED CONC. PIPE" FOR RCP COVER HEIGHT AND BEDDING REQUIREMENTS.
- 27" PIPE - 42" PIPE
- KENTUCKY
- DEPARTMENT OF HIGHWAYS
- CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS
- APPROVED
- DATE
- 04-25-08
- SHEET 2 OF 8
- Contract ID: 124023
- Page 87 of 117
- 10 GAGES FOR CORRUGATED STEEL PIPE ITEMS SHOWN ARE BASED ON ALUMINUM-COATED TYPE 2 STEEL AS PER AASHTO M-274. ALUMINUM COATED TYPE 2 STEEL IS ONLY PERMITTED IN PH RANGES OF 5 TO 9.
- WHEN CORRUGATED STEEL PIPE IS ZINC COATED (GALVANIZED) THE GAGE SHALL BE ONE GAGE HEAVIER THAN SHOWN IN THE TABLES.
- SEE CURRENT STANDARD DRAWING RDI-001 FOR EXPLANATION OF COVER HEIGHTS LESS THAN 2 FEET.
- CSP, CAP, SRS AND SRA ARE SHOWN IN GAGE.
- MAXIMUM COVER HEIGHT MEASURED FROM TOP OF PIPE TO SUB GRADE ELEVATION SHALL GOVERN GAGE OF PIPE TO BE USED FOR ENTIRE LENGTH OF PIPE INSTALLATION.
- MINIMUM COVER HEIGHT FOR ENTRANCE PIPE SHALL BE 0.5 FEET.
- ALL CIRCULAR STRUCTURAL PLATE SHALL BE 5% VERTICALLY ELONGATED.
- ENTRANCE PIPE GREATER THAN 30" DIA. SHALL BE CULVERT PIPE.
- SEE CURRENT STANDARD DRAWING RDI-035 FOR COATINGS, LININGS AND PAVINGS FOR NON-STRUCTURAL PIPE.

CIRCULAR PIPE COVER HEIGHTS IN FEET 3

PIPE DIA. (IN)	PIPE TYPE	CIRCULAR PIPE COVER HEIGHTS IN FEET (3)																																	
		2-5	5-10	10-15	15-20	20-25	25-30	30-35	35-40	40-45	45-50	50-55	55-60	60-65	65-70	70-75	75-80	80-85	85-90	90-95	95-100	100-105	105-110	110-115	115-120										
48	2 2/3" x 1/2" CSPHS (1)	14 GA.														10 GA.																			
	2 2/3" x 1/2" CSPLS (1)	14 GA.														12 GA.																			
	2 2/3" x 1/2" CAPHS (1)	12 GA.														8 GA.																			
	SRS (1)	14 GA.														12 GA.																			
	SRA	12 GA.														10 GA.																			
	PVC	RIBBED (PROFILE WALL)																																	
	HDPE																																		
54	RCP (9)																																		
	2 2/3" x 1/2" CSPHS (1)	14 GA.														10 GA.																			
	2 2/3" x 1/2" CSPLS (1)	14 GA.														12 GA.										10 GA.									
	3" x 1" CSPHS (1)	14 GA.														12 GA.										8 GA.									
	3" x 1" CSPLS (1)	14 GA.														10 GA.										10 GA.									
	5" x 1" CSPHS (1)	14 GA.														12 GA.										8 GA.									
	2 2/3" x 1/2" CAPHS (1)	12 GA.														10 GA.										8 GA.									
(7)	3" x 1" CAPHS (1)	14 GA.														10 GA.										8 GA.									
	SRS (1)	14 GA.														12 GA.																			
	SRA	12 GA.														10 GA.																			
	RCP (9)																																		

LEGEND

- 1 GAGES FOR CORRUGATED STEEL PIPE ITEMS SHOWN ARE BASED ON ALUMINUM-COATED TYPE 2 STEEL AS PER AASHTO M-274. ALUMINUM COATED TYPE 2 STEEL IS ONLY PERMITTED IN PH RANGES OF 5 TO 9.

2 WHEN CORRUGATED STEEL PIPE IS ZINC COATED (GALVANIZED) THE GAGE SHALL BE ONE GAGE HEAVIER THAN SHOWN IN THE TABLES.

3 SEE CURRENT STANDARD DRAWING RDI-001 FOR EXPLANATION OF COVER HEIGHTS LESS THAN 2 FEET.

4 CSP, CAP, SRS AND SRA ARE SHOWN IN GAGE.

5 MAXIMUM COVER HEIGHT MEASURED FROM TOP OF PIPE TO SUBGRADE ELEVATION SHALL GOVERN GAGE OF PIPE TO BE USED FOR ENTIRE LENGTH OF PIPE INSTALLATION.

6 ALL CIRCULAR STRUCTURAL PLATE SHALL BE 5% VERTICALLY ELONGATED.

7 54" DIA. PIPE IS MINIMUM SIZE FOR COVER HEIGHTS GREATER THAN 65 FEET.

8 SEE CURRENT STANDARD DRAWING RDI-035 FOR COATINGS, LININGS AND PAVINGS FOR NON-STRUCTURAL PIPE.

9 SEE DETAIL SHEET "PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER REINFORCED CONC. PIPE" AND DETAIL SHEET "PIPE BEDDING TRENCH CONDITION REINFORCED CONC. PIPE" FOR RCP COVER HEIGHT AND BEDDING REQUIREMENTS.
- CSPHS: CORRUGATED STEEL PIPE WITH HELICAL LOCK SEAM OR HELICAL WELDED SEAM (HELICAL CORR.)

CSPLS: CORRUGATED STEEL PIPE WITH LONGITUDINAL RIVETED OR SPOT WELDED SEAM (ANNULAR CORR.)

CAPHS: CORRUGATED ALUMINUM ALLOY PIPE WITH HELICAL LOCK SEAM (HELICAL CORR.)

HDPE: HIGH DENSITY POLYETHYLENE PIPE

PVC: POLYVINYL CHLORIDE

SRS: SPIRAL RIB STEEL

SRA: SPIRAL RIB ALUMINUM


RCP: CIRCULAR REINFORCED CONCRETE PIPE

48" PIPE - 54" PIPE

KENTUCKY
DEPARTMENT OF HIGHWAYS

CULVERT &
STORM SEWER PIPE TYPES
& COVER HEIGHTS

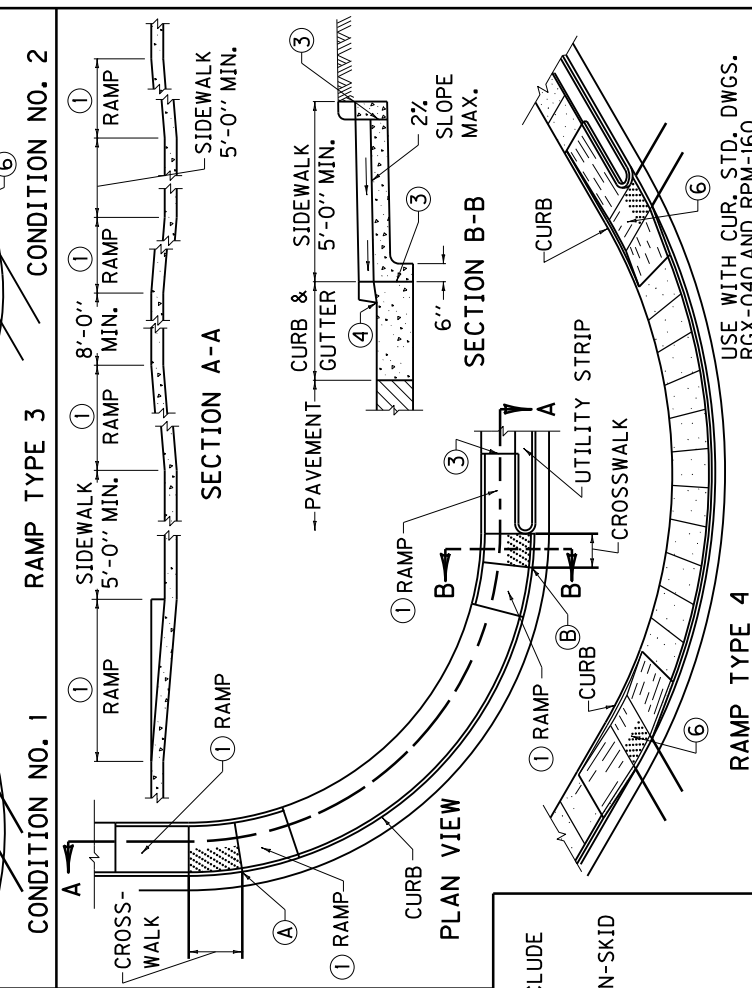
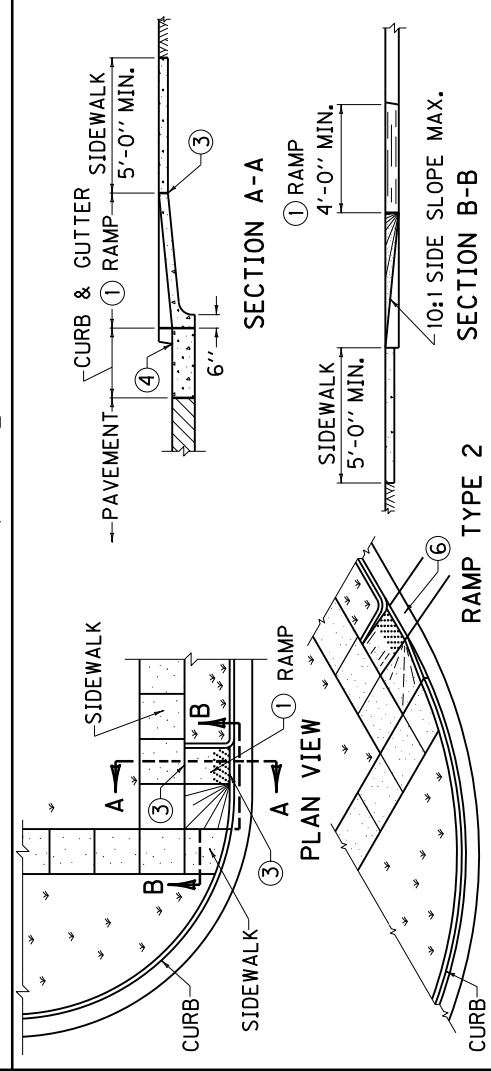
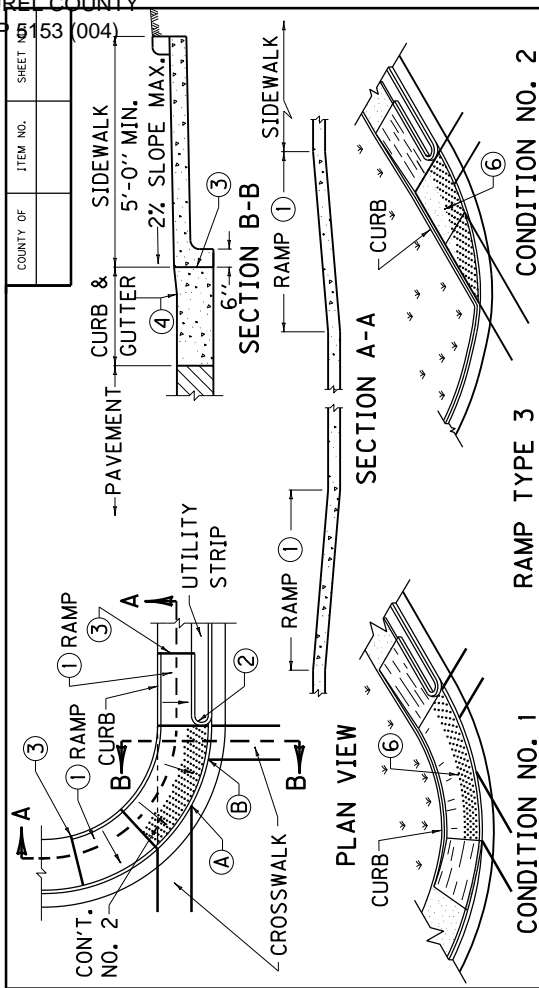
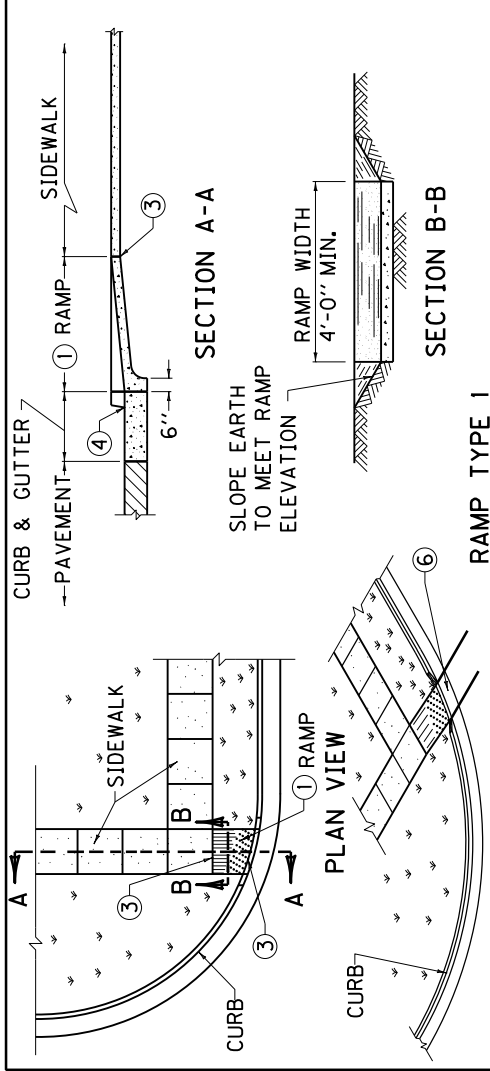
APPROVED


DAVID J. BLEVINS
STATE ENGINEER

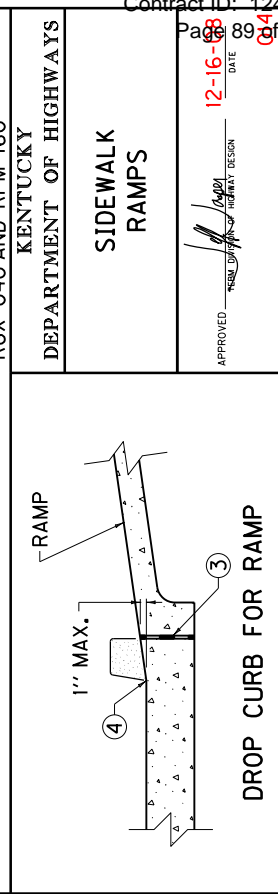
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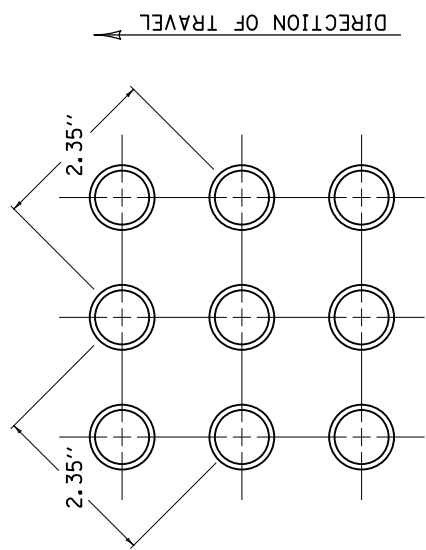
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0111

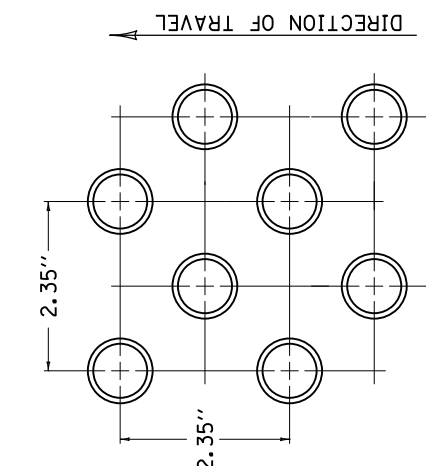


- NOTES**
- RAMPS SHALL BE PAID PER SQ. YARD OF 4" CONC. SIDEWALK AND THE UNIT PRICE SHALL INCLUDE ALL MATERIALS, FORMS, CURB BEHIND RAMP AND LANDING, AND INCIDENTALS NECESSARY FOR CONSTRUCTION.
- THE RAMP SHALL BE CONSTRUCTED OF CLASS "A" CONCRETE. A BROOM FINISH OR EQUAL NON-SKID FINISH IS REQUIRED. **DETECTABLE WARNINGS SHALL BE A SEPARATE BID ITEM.**
- THE NORMAL GUTTER LINE SHALL BE MAINTAINED THROUGH THE AREA OF THE RAMP.
- RAMPS SHOULD BE LOCATED WITHIN MARKED LIMITS OF CROSSWALKS.
- USE RAMP TYPE 3 WHEN POINT A TO B IS LESS THAN 20 FEET.
- USE RAMP TYPE 4 WHEN POINT A TO B IS 20 FEET OR MORE.
- ① CURB RAMP GRADE SHALL NOT EXCEED 12:1, CROSS SLOPE SHALL NOT EXCEED 2%.
- ② CURB RETURN REQUIRED WHEN UTILITY STRIP IS 4 FEET OR GREATER. FOR UTILITY STRIPS LESS THAN 4 FEET, THE AREA IS TO BE SURFACED WITH SIDEWALK WITHIN THE RAMP.
- ③ 1/2" EXPANSION JOINT AT BACK OF CURB LINE AND AT SIDEWALK LINE.
- ④ NO BUMP PERMITTED. SAME SLOPE AS RAMP AND NOT TO EXCEED 1" IN HEIGHT. RAMPS SHALL BE CONSTRUCTED SO THAT WATER WILL NOT ACCUMULATE ON WALKING SURFACES.
5. ALL SIDEWALK RAMPS REQUIRE DETECTABLE WARNINGS.
- ⑥ LANDINGS WILL PROVIDE A LEVEL AREA (LESS THAN 2% GRADE OR CROSS SLOPE) AT APPROXIMATE STREET ELEVATION. A 4 FOOT SQUARE LEVEL LANDING IS THE REQUIRED MINIMUM.

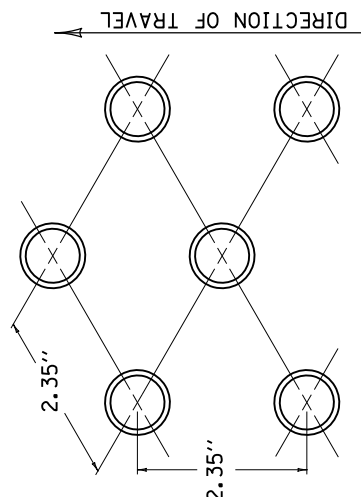




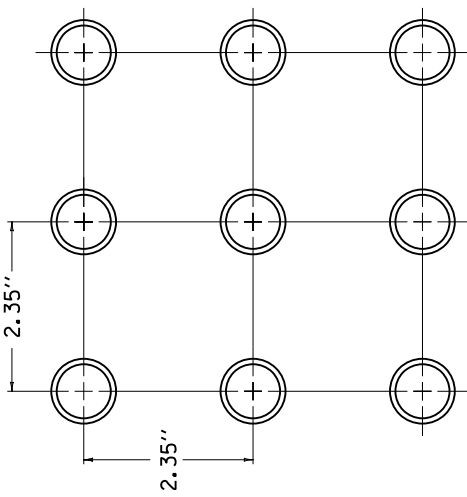
SQUARE PATTERN (PARALLEL ALIGNMENT)



SQUARE PATTERN (DIAGONAL ALIGNMENT)



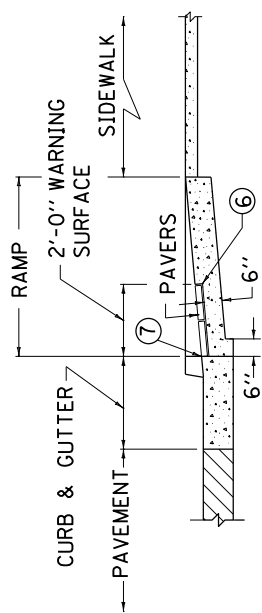
TRIANGULAR PATTERN



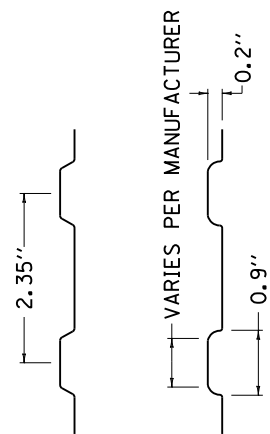
SQUARE PATTERN

NOTES

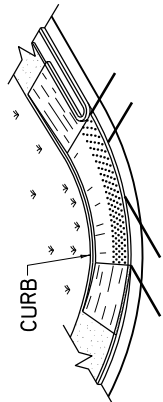
- BID ITEM AND UNIT TO BID.
DETECTABLE WARNINGS - SQ. FT.
- LANDINGS WILL PROVIDE A LEVEL AREA (LESS THAN 2% GRADE OR CROSS SLOPE) AT APPROXIMATE STREET ELEVATION. A 4 FOOT SQUARE LEVEL LANDING IS THE REQUIRED MINIMUM.
 - ALL SIDEWALK RAMPS REQUIRE DETECTABLE WARNINGS.
 - COMMERCIAL DRIVEWAYS WITH TRAFFIC CONTROL DEVICES REQUIRE ADA SIDEWALK TREATMENTS WITH DETECTABLE WARNINGS.
 - PAVERS SHALL BE CONCRETE WITH A MINIMUM THICKNESS OF 2".
 - PAVERS SHALL BE A COLOR HOMOGENOUS THROUGHOUT THE PAVER, THAT COLOR SHALL CONTRAST VISUALLY WITH THE ADJOINING SURFACES, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT. THE DEPARTMENT WILL ALLOW EITHER YELLOW OR RED AS COLORS.
- ⑥ PAVERS TO BE SET IN MORTAR.
⑦ DETECTABLE WARNING SURFACE BEGINS AT BACK OF CURB.



TYPICAL DETECTABLE WARNING INSTALLATION



DETECTABLE WARNINGS PROFILE



TYPICAL PLACEMENT PARALLEL CURB RAMPS

USE WITH CUR. STD. DWGS.
RPM-160 AND RPM-170

KENTUCKY
DEPARTMENT OF HIGHWAYS

DETECTABLE
WARNINGS

APPROVED
DATE
03-13-09
05

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 05/25/2012 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

* 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 Dempser, 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
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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, Batchter 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), Bulll Float, Finish Machine, Outboard Motor Boat, Brakeman, Mechanic Tender, Whirly Oiler, Tract-air, Road Widening Trencher

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.

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

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

These rates are listed pursuant to the Kentucky Determination No. CR-11-II- HWY dated August 4, 2011, erratum dated November 8, 2011, and erratum dated May 4, 2012.

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:

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
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 Laurel 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

CONTRACT ID: 124023
COUNTY: LAUREL
PROPOSAL: HSIP 5153 (004)

PAGE: 1
LETTING: 08/17/12
CALL NO: 109

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
SECTION 0001 ROADWAY					
0010	00190	LEVELING & WEDGING PG64-22	40.000 TON		
0020	00307	CL2 ASPH SURF 0.38B PG64-22	80.000 TON		
0030	00521	STORM SEWER PIPE-15 IN	13.000 LF		
0040	00522	STORM SEWER PIPE-18 IN	262.000 LF		
0050	01456	CURB BOX INLET TYPE A	1.000 EACH		
0060	01459	CURB BOX INLET TYPE A MOD	1.000 EACH		
0070	01577	DROP BOX INLET TYPE 14	1.000 EACH		
0080	01585	REMOVE DROP BOX INLET	3.000 EACH		
0090	01810	STANDARD CURB AND GUTTER	242.000 LF		
0100	01904	REMOVE CURB	242.000 LF		
0110	02230	EMBANKMENT IN PLACE	235.000 CUYD		
0120	02562	SIGNS	190.000 SQFT		
0130	02650	MAINTAIN & CONTROL TRAFFIC KY 1006	(1.00) LS		
0140	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.000 EACH		
0150	02676	MOBILIZATION FOR MILL & TEXT KY 1006	(1.00) LS		
0160	02677	ASPHALT PAVE MILLING & TEXTURING	100.000 TON		
0170	02705	SILT TRAP TYPE C	1.000 EACH		
0180	02720	SIDEWALK-4 IN CONCRETE	115.000 SQYD		
0190	02721	REMOVE CONCRETE SIDEWALK	110.000 SQYD		
0200	02726	STAKING	(1.00) LS		

CONTRACT ID: 124023
COUNTY: LAUREL
PROPOSAL: HSIP 5153 (004)

PAGE: 2
LETTING: 08/17/12
CALL NO: 109

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
0210	03385	PVC PIPE-6 IN	25.000 LF		
0220	05985	SEEDING AND PROTECTION	200.000 SQYD		
0230	05990	SODDING	155.000 SQYD		
0240	06510	PAVE STRIPING-TEMP PAINT-4 IN	600.000 LF		
0250	06514	PAVE STRIPING-PERM PAINT-4 IN	600.000 LF		
0260	06568	PAVE MARKING-THERMO STOP BAR-24IN	24.000 LF		
0270	23158ES505	DETECTABLE WARNINGS	30.000 SQFT		
SECTION 0002 SEWER					
0280	01051	SEWER PIPE-6 IN LATERAL PVC SDR 35	180.000 LF		
0290	21188ND	SEWER CLEANOUT 6 IN	1.000 EACH		
0300	22996EN	SANITARY SEWER SERVICE CONNECTION- 6 IN PVC-CLAY COUPLING	4.000 LF		
0310	23330EC	WYE CONNECTION 6 IN	2.000 EACH		
0320	23358EC	TEE-6 IN X 6 IN	2.000 EACH		
SECTION 0003 DEMOBILIZATION					
0330	02569	DEMOBILIZATION (AT LEAST 1.5%)	LUMP		
		TOTAL BID			