



**CALL NO. 200**

**CONTRACT ID. 124021**

**BRECKINRIDGE - HARDIN COUNTIES**

**FED/STATE PROJECT NUMBER 121GR12T010-HSIP**

**DESCRIPTION CULVERT REPLACEMENT-EXTENSIONS AND EMBANKMENT**

**WORK TYPE GRADE & DRAIN**

**PRIMARY COMPLETION DATE 6/15/2013**

**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 - 9%**

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

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# **PART I**

## **SCOPE OF WORK**

CONTRACT ID - 124021

ADMINISTRATIVE DISTRICT - 04

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - BRECKINRIDGE, HARDIN  
121GR12T010-HSIP

CULVERT REPLACEMENT-EXTENSIONS AND EMBANKMENT

COUNTY - BRECKINRIDGE  
HSIP 0051 (032)

PES - 04014025912R1

HARDINSBURG-CHENAULTT ROAD (KY 259) FROM KY 2779 (MP 13.076) EXTENDING EAST TO KY 144 (MP 21.940), A DISTANCE OF 8.86 MILES. GRADE & DRAIN. SYP NO. 04-00908.00.  
GEOGRAPHIC COORDINATES LATITUDE 37^52'39" LONGITUDE 86^28'19"  
AVERAGE DAILY TRAFFIC - 1416 AVERAGE MAINLINE WIDTH - 18.0 FEET

COUNTY - HARDIN  
HSIP 7872 (008)

PES - 04047025112R1

SHEPARDSVILLE ROAD (KY 251) FROM BRYAN ROAD (MP 4.023) EXTENDING NORTH TO KY 434 (MP 6.326), A DISTANCE OF 2.30 MILES. GRADE & DRAIN. SYP NO. 04-00909.00.  
GEOGRAPHIC COORDINATES LATITUDE 37^45'56" LONGITUDE 85^51'01"  
AVERAGE DAILY TRAFFIC - 6660 AVERAGE MAINLINE WIDTH - 22.0 FEET

COMPLETION DATE(S):

COMPLETION DATE - June 15, 2013

APPLIES TO ENTIRE CONTRACT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

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

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

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

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

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

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

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

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

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

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

### **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 6<sup>th</sup> 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

**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.

**DGA BASE**

Unless otherwise noted, the Department estimates the rate of application for DGA Base to be 115 lbs/sy per inch of depth.



## SPECIAL NOTES FOR PIPE EXTENSIONS

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Except as provided herein, perform all work in accordance with the Department's 2008 Standard Specifications, interim Supplemental Specifications, Standard and Sepia Drawings, and Special Notes and Special Provisions, current editions. Article references are to the Standard Specifications. This project shall consist of furnishing all labor, equipment, materials, and incidentals for the following:

(1) Maintaining and Controlling Traffic; (2) Constructing pipe replacements/extensions; (3) Embankment; (4) Erosion Control; (5) Construct guardrail and end treatments; and (6) any other work as specified by this contract.

### II. MATERIALS

Provide for sampling and testing of all materials in accordance with the Department's Sampling Manual. Make materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these notes.

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

**B. Culvert Pipe.** Furnish pipe meeting the requirements of Section 810. Select pipe for Ph range Medium and minimum fill cover height according to Sepia Drawing 009 and Standard Drawing RDI-035-01.

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

### III. CONSTRUCTION METHODS

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

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

**C. Site Preparation.** Be responsible for all site preparation, including but not limited to saw cutting and removing pavement; clearing and grubbing, and incidental excavation and backfilling; removal of existing pipe, headwalls and any obstructions or items; restoration of pavements, slopes, and all disturbed areas; final dressing and cleanup; and disposal of materials. Perform all site preparation only as approved or directed by the Engineer.

Immediately prior to completion, clean all existing and new culvert pipe and clean ditches. Provide positive drainage of pavement, shoulders, slopes, and ditches at all times during and upon completion of construction.

**D. Removing Pipe and Excavation.** Remove existing culvert pipe at the approximate location noted on the summary. The Engineer will determine the actual location at the time of construction. Saw cut the existing asphalt pavement, PCC pavement, and base to a neat edge prior to excavation and removal of the existing pipe. Obtain the Engineer's approval of trench width prior to cutting pavement. Excavate trench and remove pipe as directed or approved by the Engineer without disturbing existing underground utilities. Waste excavated materials and removed pipe at approved sites off the right of way obtained by the Contractor at no additional cost to the Department.

**E. Pipe.** Construct culvert pipe at the location designated by the Engineer. The Engineer will establish final centerline, flow lines and skew to obtain the best fit of the existing ditches and channels. Construct pipe bedding according to Section 701 and the applicable Standard or Sepia Drawings. Use approved connecting bands or concrete anchors as required. Prior to backfilling pipe, obtain the Engineer's approval of the pipe installation. Provide Positive drainage upon completion of pipe installation.

**F. Pipe Backfill.** Backfill the pipe with according to Section 701.03.06.

**G. Embankments.** Backfill pipe extensions and construct shoulder embankments as directed by the Engineer. Provide positive drainage of slopes and median at all times during and upon completion of construction.

**H. Final Dressing, Clean Up, Seeding and Protection, and Restoration.** After all work is completed, remove all waste and debris from the job site. Grade all disturbed areas to blend with the adjacent roadway features and to provide a suitable seed bed. Perform Class A Final dressing on all disturbed areas. Seed and protect all disturbed earthen areas according to the Special Notes for Erosion Control Plan.

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

**J. Disposal of Waste.** Dispose of all removed concrete, pipe, pavement, debris, excess and unsuitable excavation, and all other waste at approved sites off the right of way obtained by the Contractor at no additional cost to the Department (see Special Note for Waste and Borrow

**K. On-Site Inspection.** Before submitting a bid for the work, make a thorough inspection of the site and determine existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid to be evidence of this inspection having been made. The Department will not honor any claims for money or time extension resulting from site conditions.

**L. Right-of-Way Limits.** All work is located within the existing right of way. Limit work

activities to the Right-of-Way and work and staging areas secured by the Contractor at no additional cost to the Department. Be responsible for all encroachments onto private lands.

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

**N. Control.** Perform all work under the absolute control of the Department of Highways. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties.

Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the Contractor.

#### **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 shall be incidental to culvert pipe.

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

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

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

**B. Culvert Pipe.** Payment at the Contract unit price per linear foot shall be full compensation for furnishing all labor, materials, equipment and incidentals for furnishing and installing new culvert pipe, and furnishing and placing flowable fill.

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

## **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 NOTES FOR GUARDRAIL

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### I. DESCRIPTION

Except as specified herein, perform all work in accordance with the Department's Standard and Supplemental Specifications and Standard and Sepia Drawings, current editions. Article references are to the Standard Specifications.

Furnish all equipment, labor, materials, and incidentals for the following work items:

(1) Site preparation; (2) Remove existing guardrail systems; (3) Construct Guardrail, Guardrail with Extra Length Posts, End Treatments, Bridge End Connectors, and Terminal Sections, as applicable; (4) Delineators for guardrail; (5) Maintain and control traffic; and (6) all other work specified as part of this contract.

### II. MATERIALS

Except as specified herein, provide for all materials to be sampled and tested in accordance with the Department's Sampling Manual and make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing.

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

**B. Guardrail.** Furnish guardrail system components according to section 814 and the Standard Drawings; except use steel posts only, no alternates.

**C. Delineators for Guardrail.** Furnish white and/or yellow Delineators for Guardrail according to the Delineators for Guardrail Sepia Drawing.

### III. CONSTRUCTION METHODS

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

**B. Site Preparation.** Remove existing guardrail system including the guardrail end treatments, Bridge End connectors and all other elements of the existing guardrail system as per Section 719, except that the Contractor will take possession of all concrete posts and all concrete associated with existing bridge and/or guardrail end treatments. Locate all disposal areas off the Right of Way. Be responsible for all site preparation, including but not limited to, clearing and grubbing, excavation, embankment, and removal of all obstructions or any other items; regrading, reshaping, adding and compacting of suitable materials on the existing shoulders to provide proper template or foundation for the guardrail; filling voids left as the result of removing existing guardrail and guard posts with dry sand; temporary pollution and erosion control; disposal, of excess and waste materials

## Guardrail

### Page 2 of 3

and debris; and final dressing, cleanup, and seeding and protection. Perform all site preparation as approved or directed by the engineer.

**C. Guardrail.** Except as specified herein, construct guardrail system according to Section 719 and the Standard Drawings. Locations listed on the summary and/or shown on the drawings are approximate only. The Engineer will determine the exact termini for individual guardrail installations at the time of construction. Unless directed otherwise by the Engineer, provide a minimum two (2) foot shoulder width. Construct radii at entrances and road intersections as directed by the Engineer.

Erect guardrail to the lines and grades shown on current Standard Drawings or as directed by the Engineer by any method approved by the Engineer which allows construction of the guardrail to the true grade without apparent sags.

When removing existing guardrail and installing new guardrail, do not leave the blunt end exposed where it would be hazardous to the public. When it is not practical to complete the construction of the guardrail and the permanent end treatments and terminal sections first, provide a temporary end by connecting at least 25 feet of rail to the last post, and by slightly flaring, and burying the end of the rail completely into the existing shoulder. If left overnight, place a drum with bridge panel in advance of the guardrail end and maintain during use.

**D. Delineators for Guardrail.** Construct Delineators for Guardrail according to the Delineators for Guardrail Sepia Drawing.

**E. Property Damage.** Be responsible for all damage to public and/or private property resulting from the work. Restore damaged roadway features and private property at no additional cost to the Department.

**F. Coordination with Utility Companies.** Locate all underground, above ground and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs as a result of guardrail operations at no additional cost to the Department.

**G. Right of Way Limits.** The Department has not established exact limits of the Right-of-Way. Limit work activities to obvious Right-of-Way, permanent or temporary easements, and work areas secured by the Department through consent and release of the adjacent property owners. Be responsible for all encroachments onto private lands.

Guardrail  
Page 3 of 3

**H. Disposal of Waste.** Dispose of all removed concrete, debris, and other waste and debris off the Right-of-Way at sites obtained by the Contractor at no additional cost to the Department. See Special Note for Waste and Borrow.

**I. Final Dressing, Clean Up, and Seeding and Protection.** Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas.

**IV. METHOD OF MEASUREMENT**

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

**B. Site preparation.** Other than the bid items listed, the Department will not measure Site Preparation for separate payment but shall be incidental to Guardrail, End Treatments, Bridge End Connectors, and Terminal Sections as applicable.

**C. Guardrail.** See Section 719.04.

**D. Delineators for Guardrail.** See Delineators for Guardrail Sepia Drawing.

**V. BASIS OF PAYMENT**

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

**B. Guardrail.** See Section 719.05.

**C. Delineators for Guardrail.** See Delineators for Guardrail Sepia Drawing.



### **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

## **TRAFFIC CONTROL PLAN**

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### **TRAFFIC CONTROL GENERAL**

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

Contrary to Section 106.01, furnish new, or used in like new condition, traffic control devices at the beginning of the work and maintain in like new condition until completion of the work.

### **PROJECT PHASING & CONSTRUCTION PROCEDURES**

The Engineer may specify days and hours when lane closures will not be allowed.

Maintain alternating one way traffic during construction. Provide a minimum clear lane width of 9 feet; however, provide for passage of vehicles of up to 16 feet in width. If traffic should be stopped due to construction operations, and a school bus on an official run arrives on the scene, make provisions for the passage of the bus as quickly as possible.

### **LANE CLOSURES**

Do not leave lane closures in place during non-working hours.

### **SIGNS**

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

### **CHANGEABLE MESSAGE SIGNS**

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

Traffic Control Plan  
Page 2 of 3

## **BARRICADES**

The Department will not measure barricades used in lieu of barrels and cones for channelization or delineation, but shall be incidental to Maintain and Control Traffic according to Section 112.04.01.

The Department will measure barricades used to protect pavement removal areas in individual units. Each. The Department will measure for payment the maximum number of barricades in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual barricades only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged barricades the Engineer directs to be replaced due to poor condition or reflectivity. Retain possession of the Barricades upon completion of construction.

## **PAVEMENT MARKINGS**

If there is to be a deviation from the existing striping plan, the Engineer will furnish the Contractor a striping plan prior to placement of the final surface course.

Install Temporary Striping according to Section 112 with the following exception:

If the Contractor's operations or phasing requires temporary markings that must subsequently be removed from the final surface course, use an approved removable lane tape; however, the Department will not measure removable lane tape for separate payment, but will measure and pay for removable lane tape as temporary striping.

## **PAVEMENT EDGE DROP-OFFS**

Do not allow a pavement edge between opposing directions of traffic or lanes that traffic is expected to cross in a lane change situation with an elevation difference greater than 1½". Place Warning signs (MUTCD W8-11 or W8-9A) in advance of and at 1500' intervals throughout the drop-off area. Dual post the signs on both sides of the traveled way. Wedge all transverse transitions between resurfaced and unresurfaced areas which traffic may cross with asphalt mixture for leveling and wedging. Remove the wedges prior to placement of the final surface course.

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

Less than 2" - No protection required.

Traffic Control Plan  
Page 3 of 3

2" to 4" - Place plastic drums, vertical panels, or barricades every 50 feet. During daylight working hours only, the Engineer will allow the Contractor to use cones in lieu of plastic drums, panels, and barricades. Wedge the drop-off with DGA or 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.

Greater than 4' - Protect drop-offs greater than 4 inches within 10 feet of traffic by placing drums, vertical panels, or barricades every 25 feet. The Engineer will not allow the use of cones in lieu of drums, vertical panels, or barricades for drop-offs greater than 4". Place Type III Barricades directly in front of the drop-off facing on coming traffic in both directions of travel. Provide warning signs as shown on the Standard Drawings or as directed by the Engineer

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

## **SPECIAL NOTE FOR EROSION CONTROL**

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### **I. DESCRIPTION**

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

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

### **II. MATERIALS**

Furnish materials in accordance with these notes, the Standard Specifications and interim Supplemental Specifications, and applicable Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions. Provide for all materials to be sampled and tested in accordance with the Department's Sampling Manual. Unless directed otherwise by the Engineer, make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing.

### **III. CONSTRUCTION**

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

## Erosion Control

### Page 2 of 4

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

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

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

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

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

#### IV. MEASUREMENT

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

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

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

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

#### V. Basis of Payment

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

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

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

Erosion Control  
Page 4 of 4

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

1-\_\_\_\_ Erosion Control Plan Maintenance Projects  
09/01/2011



**Right-of-Way Certification Form**

Revised 2/22/11

☒ Federal Funded☒ Original☐ State Funded☐ Re-Certification

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

Date: 07 May 2012Project Name: SafetyLetting Date: May 2012Project #: 047 0251 002 007County: HardinItem #: 04-909.00Federal #: HSIP 7872 008

Description of Project: Remove head walls, extend pipes and flatten slopes on KY 251 in Elizabethtown from Ring Road (KY 3005) to KY 434.

**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 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>DM Loy</u>	<u></u>	Right-of-Way Supervisor
	Printed Name	Signature	
Approved:	_____	_____	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

☒ Federal Funded

☐ Original

☐ State Funded

☐ Re-Certification

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

Date: 30NOV2011

Project Name: Safety Improvement

Letting Date: Unknown

Project #: HSIP 0005 031

County: Breckinridge

Item #: N/A

Federal #: UK

Description of Project: Remove Headwalls, Extend Pipes, & Flatten Slopes at Various Locations on KY 259 to KY 144

### 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>DM Loy</u>		Right-of-Way Supervisor
	Printed Name	Signature	
Approved:	<u>DAVID L. ORR</u>	 5/2/12	KYTC, Director of ROW & Utilities
	Printed Name	Signature	
Approved:	_____	_____	FHWA, ROW Officer (when applicable)
	Printed Name	Signature	

## **SPECIAL NOTES FOR UTILITY CLEARANCE** **IMPACT ON CONSTRUCTION**

**BRECKINRIDGE/HARDIN COUNTY**  
**KY 259 FROM KY 2779 TO KY 144**  
**KY 251 FROM BRYAN ROAD TO KY 434**  
**ITEM NO. 4-908.00/909.00**

The Contractor is advised to contact the BUD one-call system; however, the Contractor should be aware that owners of underground facilities are not required to be members of the BUD one-call system. It may be necessary for the Contractor to contact the County Court Clerk to determine what utility companies have facilities in the project area. BUD NUMBER: (Call Before You Dig) Telephone Number: 811 or 1-800-752-6007

The Contractor may not enter these areas to perform any work without permission from the Cabinet's Resident Engineer. Permission to work in these areas shall not be granted unless the Contractor has submitted a detailed work plan outlining the following:

1. the type of work to be performed,
2. a schedule of the work,
3. a plan that shows how the Contractor will coordinate with utility companies and their contractors,
4. the methods the Contractor will adopt to protect existing utilities.

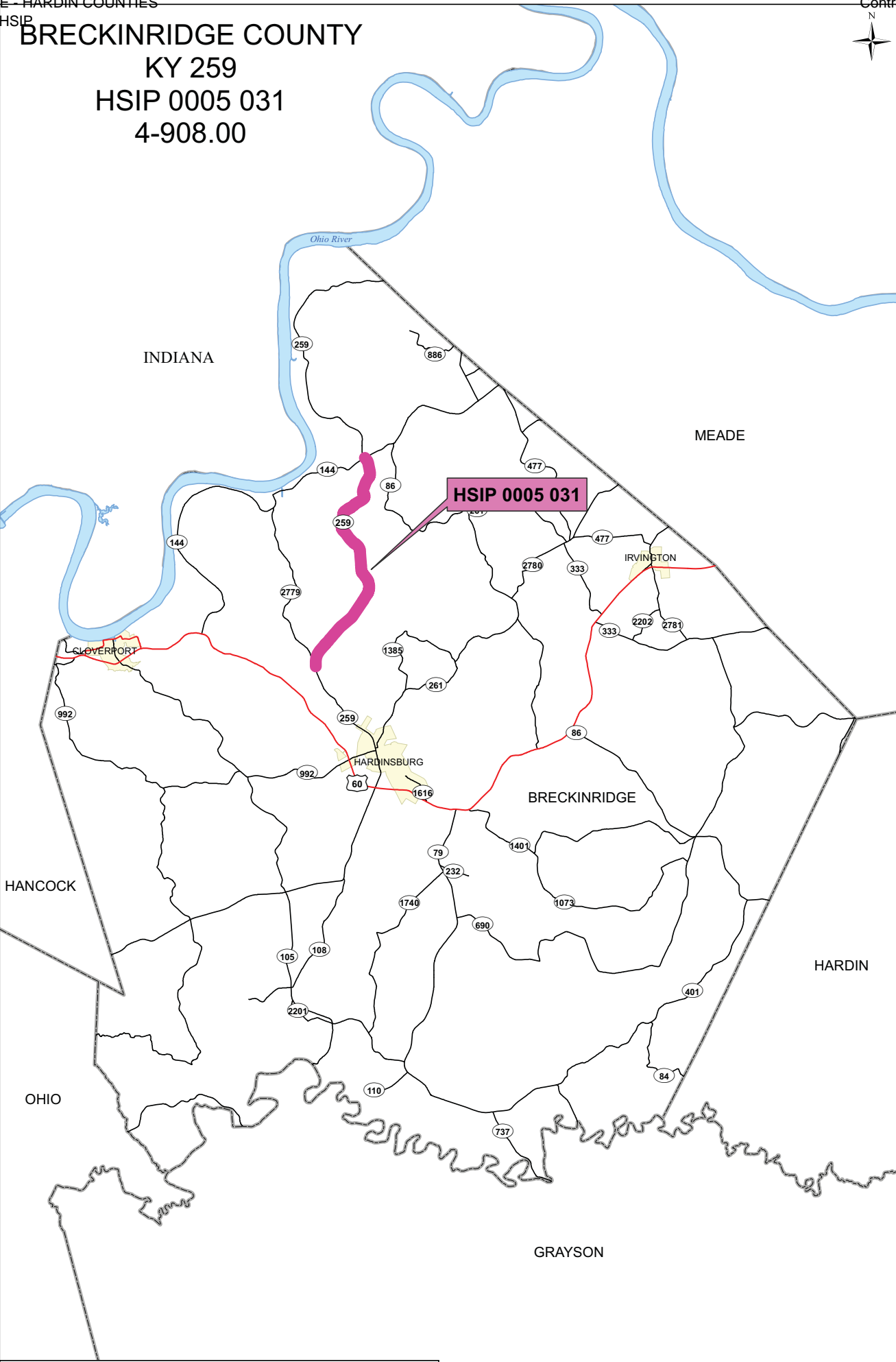
## **COORDINATION WITH UTILITY FACILITY OWNERS**


The Contractor will be responsible for contacting all utility facility owners on the subject project to have existing facilities located in the field. The Contractor will coordinate his activities with the utility facility owners to minimize and, where possible, avoid conflicts with utility facilities.

Where conflicts with utility facilities are unavoidable the Contractor will coordinate any necessary relocation work with the facility owner. **There will be no damages awarded for delays caused by necessary utility relocations and/or adjustments.**

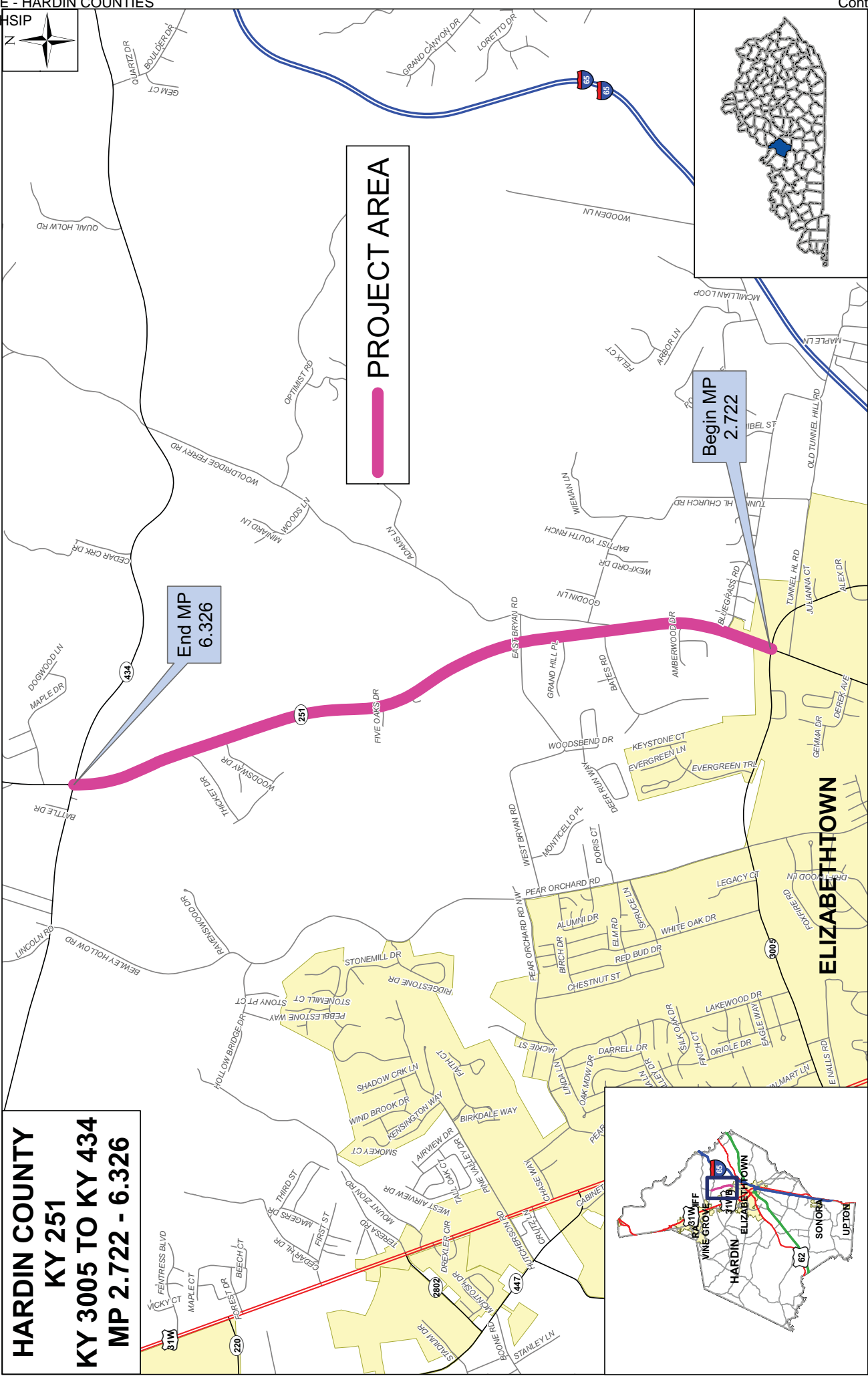
## **PROTECTION OF UTILITY FACILITIES**

The location of utility facilities shown on the plans may not be exact or complete. It will be the Contractor's responsibility to locate the utility facilities before excavation by calling the utility facility owner and/or the BUD one-call system. The Contractor shall determine the exact location and elevation of underground utility facilities by hand digging to expose utilities before beginning excavation in the area of underground utility facilities. The cost for repair and any other associated costs for any damage to utility facilities caused by the Contractor's operation will be borne by the Contractor. In instances where a utility impact is identified by these field measures, the Cabinet will determine a course of action. The Cabinet will assess the complexity of the conflict, and then determine if the utility may be avoided by minor redesign, or if the impacting scoped work must be removed. The Contractor accepts that minor redesign or scope revisions may occur if impacts are identified.



 HSIP 0005 031 PROJECT LIMITS





MATERIAL SUMMARY

CONTRACT ID: 124021

HSIP 0051 (032)

PES NO: 04014025912R1

HARDINSBURG-CHENAULTT ROAD (KY 259) FROM KY 2779 (MP 13.076) EXTENDING EAST TO KY 144 (MP 21.940), A DISTANCE OF 8.860000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	00001	DGA BASE	15.00	TON
0020	00212	CL2 ASPH BASE 1.00D PG64-22	15.00	TON
0030	00301	CL2 ASPH SURF 0.38D PG64-22	5.00	TON
0040	00462	CULVERT PIPE-18 IN	233.00	LF
0050	00464	CULVERT PIPE-24 IN	47.00	LF
0060	00468	CULVERT PIPE-36 IN	43.00	LF
0070	01310	REMOVE PIPE	49.00	LF
0080	01453	S & F BOX INLET-OUTLET-36 IN	2.00	EACH
0090	01987	DELINEATOR FOR GUARDRAIL B/W	3.00	EACH
0100	02230	EMBANKMENT IN PLACE	2,555.00	CUYD
0110	02237	DITCHING	1,285.00	LF
0120	02351	GUARDRAIL-STEEL W BEAM-S FACE	80.00	LF
0130	02391	GUARDRAIL END TREATMENT TYPE 4A	2.00	EACH
0140	02396	REMOVE GUARDRAIL END TREATMENT	2.00	EACH
0150	02562	SIGNS	450.00	SQFT
0160	02600	FABRIC GEOTEXTILE TY IV FOR PIPE	201.00	SQYD
0170	02625	REMOVE HEADWALL	28.00	EACH
0180	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS
		KY 259		
0190	02690	SAFELOADING	4.00	CUYD
0200	02731	REMOVE STRUCTURE	1.00	LS
		KY 259 (MP 15.330)		
0210	05950	EROSION CONTROL BLANKET	750.00	SQYD
0220	06514	PAVE STRIPING-PERM PAINT-4 IN	25.00	LF
0240	21415ND	EROSION CONTROL	1.00	LS
0250	02569	DEMOBILIZATION	1.00	LS



MATERIAL SUMMARY

CONTRACT ID: 124021

HSIP 7872 (008)

PES NO: 04047025112R1

SHEPARDSDVILLE ROAD (KY 251) FROM BRYAN ROAD (MP 4.023) EXTENDING NORTH TO KY 434 (MP 6.326), A DISTANCE OF 2.300000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	00001	DGA BASE	20.00	TON
0020	00462	CULVERT PIPE-18 IN	33.00	LF
0030	00491	CULVERT PIPE-18 IN EQUIV	32.00	LF
0040	01490	DROP BOX INLET TYPE 1	1.00	EACH
0050	01650	JUNCTION BOX	1.00	EACH
0060	01987	DELINEATOR FOR GUARDRAIL B/W	3.00	EACH
0070	02200	ROADWAY EXCAVATION	133.00	CUYD
0080	02230	EMBANKMENT IN PLACE	110.00	CUYD
0090	02237	DITCHING	210.00	LF
0100	02351	GUARDRAIL-STEEL W BEAM-S FACE	65.00	LF
0110	02360	GUARDRAIL TERMINAL SECTION NO 1	1.00	EACH
0120	02396	REMOVE GUARDRAIL END TREATMENT	1.00	EACH
0130	02403	REMOVE CONCRETE MASONRY	3.00	CUYD
0140	02562	SIGNS	164.00	SQFT
0150	02625	REMOVE HEADWALL	1.00	EACH
0160	02650	MAINTAIN & CONTROL TRAFFIC KY 251	1.00	LS
0170	03270	TREE AND BRUSH REMOVAL	20.00	LF
0180	04811	ELECTRICAL JUNCTION BOX TYPE B	1.00	EACH
0190	05950	EROSION CONTROL BLANKET	125.00	SQYD
0200	21415ND	EROSION CONTROL KY 251	1.00	LS
0210	22520EN	PAVE MARKING-THERMO YIELD BAR-36 IN	9.00	LF
0220	02569	DEMOBILIZATION	1.00	LS

# Drainage Quantity Summary

MP	Existing Pipe	Dimension	Offset	Remove Hdw	Safeload Pipe	S&F HW	Remove box culvert	Remove Pipe	Emb Req	Ditching	18" Tapered Sleeve	24" Tapered Sleeve	18" CMP	24" CMP	36" CMP	Fabric-Ty 4
13.940	RCP	18"	lt & rt.	2				12	135	180	2		17			
14.120	RCP	24"	lt & rt.	2					130	140		2		10		
14.268	RCP	18"	rt & lt	2					45	100	2		12			
14.425	RCP	18"	rt & lt	2					85	60	2		15			
14.720	RCP	24"	lt & rt	2					75	40		2		12		
15.100	RCP	18"	lt & rt	2				3	100	40	2		18	6		
15.280	RCP	18"	rt & lt	2					105	60	2		14			
15.330	Box	3x2	rt & lt	2		2	1		200						43	72
Adkins	RCP	18"	N/A					25		50			43			57
16.000	RCP	18"	lt & rt	2					75	55	2		9			
16.420	RCP	18"	lt & rt	2					700	100	2		15			
17.500	RCP	18"	rt						300	30	1		12			
18.250	RCP	18"	rt & lt		4				350	50			45			72
18.420	RCP	18"	rt & lt	2					40	40	2		10			
19.420	RCP	24"	lt & rt	2				6	60	200				19		
21.000	RCP	18"	rt & lt	2					40	40	2		7			
21.300	RCP	18"	rt & lt	2				3	75	100	2		16			
				28	4	2	1	49	2515	1285	21	4	233	47	43	201
				each	cy	each	each	If	cuyds	If	each	each	If	If	If	sy

\*Tapered Sleeves are incidental to the respective Culvert Pipe.

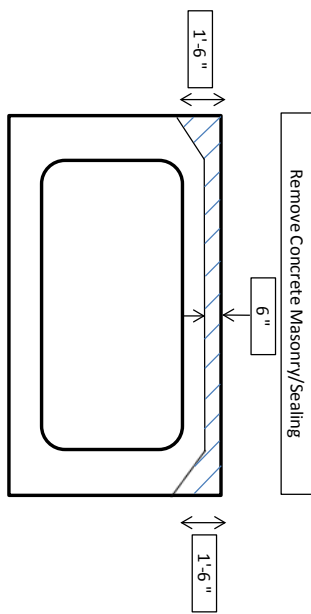
At milepoint 15.33, remove existing 3'x2' box culvert and replace with 43' of 36" pipe. Remove pipe under Adkins Wood Rd. and replace with 43' of 18" pipe.

At milepoint 18.25, safeload existing pipe and install new pipe 5' below asphalt surface.

MP	Offset	Remove End Treatment	Install Guardrail	End Treatment Type 4A	Emb Req
18.950	ft	1		1	20
18.950	ft	1	80	1	20

2 80 2 40  
each If each cy

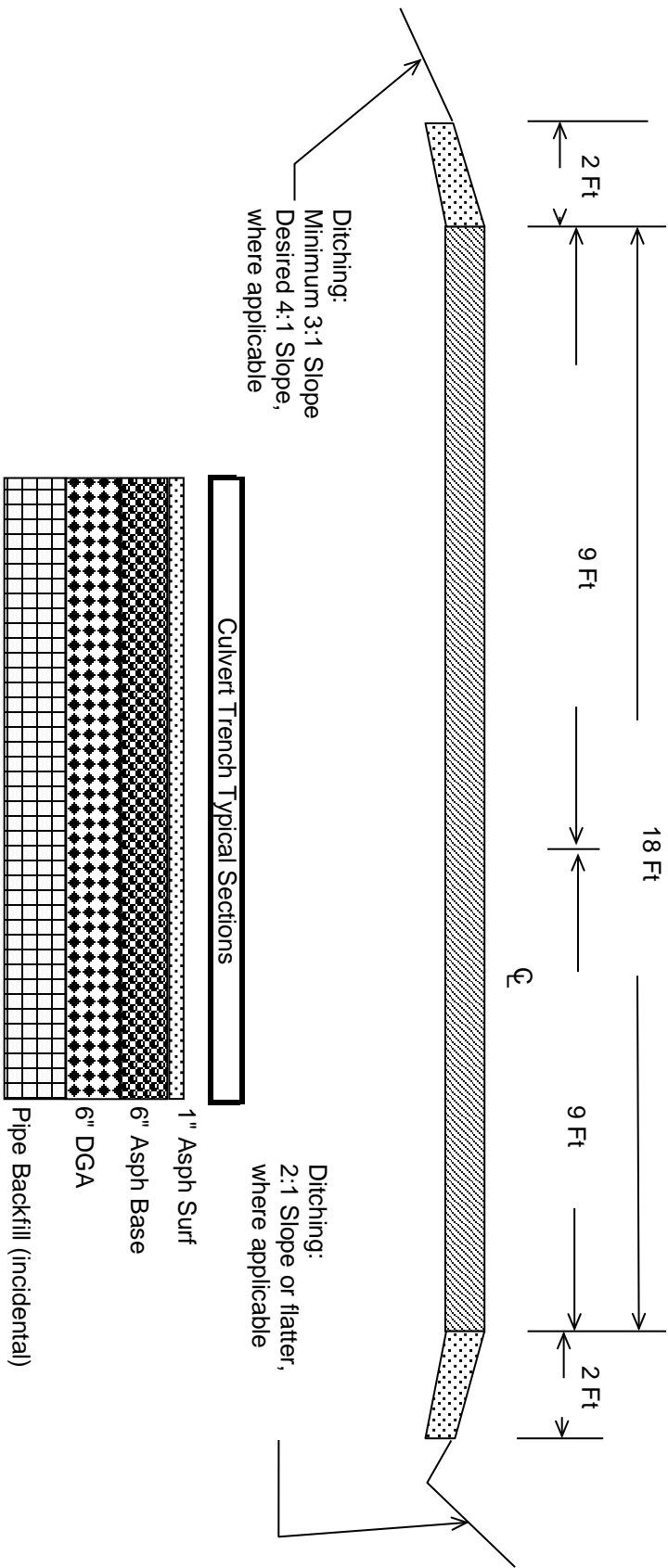
M.C. No.	SIDE	STRUCTURE	REMOVE HEADWALL	EMB IN PLACE	DITCHING	Jct. Box	Remove Brush	Jct Box Ty B	CULVERT PIPE-18 IN	Terminal End Section	Guardrail	Excavation	Thermo for Yield Lines	CULVERT PIPE - 18 IN Equiv.	Remove End Tmt.	DGA Base	Remove Concrete Masonry	Drop Box Ty 1
6.3.21	Ramp												9					
6.3.21	Right	Headwall	1	80	60	1			15									1
6.1.8	Right	Headwall			150													
6.1.4	Left	Headwall					20											
5.5.4	Right			30				1	18									
5	Right									1								
4.5.9	Left	Headwall									65				1	20		
4.0.2	Left	None										133					3	
TOTAL			1	110	210	1	20	1	33	1	65	133	9	32	1	20	3	1
			Ea	CY	LF	Ea	LF	Ea	LF	Ea	LF	CY	LF	LF	Ea	Ton	CY	Ea



Remove portions of headwall as approximated in the drawing. Seal surface of concrete where masonry was removed as outlined in Section 510. Sealing will not be paid separately, but shall be incidental to "Remove Concrete Masonry".

TYPICAL SECTION  
BRECKINRIDGE COUNTY

FD52 014 0259 013 022



MP	Existing Pipe	Width	DGA	Asph Base	Asph Surf
15.330	Box	22	4.22	4.03	0.67
Adkins	RCP	22	2.95	2.82	0.47
18.250	RCP	22	2.95	2.82	0.47

10.12 tons 9.68 tons 1.61 tons

GUARDRAIL DELIVERY VERIFICATION SHEET

CONTRACT ID \_\_\_\_\_

DESCRIPTION	UNIT	QUANTITIES	
		FIELD VERIFIED	DELIVERED
GUARDRAIL STEEL W BEAM	LF		
GUARDRAIL STEEL THRIE BEAM	LF		
GUARDRAIL THRIE BEAM-W BEAM CONNECTOR	EA		
GUARDRAIL TERMINAL SECTION No. 1	EA		
GUARDRAIL TERMINAL SECTION No. 2	EA		
GUARDRAIL TERMINAL SECTION No. 3	EA		
GUARDRAIL THRIE BEAM TERMINAL SECTION	EA		
CRASH CUSHION TYPE VI	EA		
CRASH CUSHION TYPE VII	EA		
CRASH CUSHION TYPE IX/IX-A	EA		
GUARDRAIL END TREATMENT TYPE 1	EA		
GUARDRAIL END TREATMENT TYPE 2A	EA		
GUARDRAIL END TREATMENT TYPE 3	EA		
GUARDRAIL END TREATMENT TYPE 4A	EA		
GUARDRAIL END TREATMENT TYPE 7	EA		
GUARDRAIL CONNECTOR TO BRIDGE END TYPE A/A-1	EA		
GUARDRAIL CONNECTOR TO BRIDGE END TYPE E/E-1	EA		
GUARDRAIL CONNECTOR TO BRIDGE END TYPE C	EA		
GUARDRAIL CONNECTOR TO BRIDGE END TYPE D	EA		
GUARDRAIL CONNECTOR TO CONC MED PIER	EA		
GUARDRAIL CONNECTOR TO CONC SHLDR PIER	EA		
GUARDRAIL POSTS-STEEL	EA		
GUARDRAIL OFFSET BLOCK TYPE 4	EA		
GUARDRAIL OFFSET BLOCK STEEL	EA		
GUARDRAIL OFFSET BLOCK THRIE BEAM	EA		
GUARDRAIL BACK-UP PLATE W BEAM	EA		
GUARDRAIL BACK-UP PLATE THRIE BEAM	EA		
GUARDRAIL NUTS, BOLTS, & WASHERS	BAG		

NOTES:

1. Dispose of concrete foundations and timber posts off the Right-of-Way at sites obtained by the Contractor at no additional cost to the Department.

2. Salvage and deliver removed guardrail system components, other than concrete foundations and timber posts, according to Section 719.03.07.

3. Prior to removing the materials from the project site, obtain the Contractor's and Engineer's representative's signatures.

4. Upon delivery, obtain the Bailey Bridge Lot's representative's signature and submit this completed form to the Engineer.

5. The Department will not measure removed guardrail components for payment without completed delivery verification sheet(s).

	PRINTED NAME	SIGNATURE	DATE
RESIDENT ENGINEER'S REPRESENTATIVE	_____	_____	_____
CONTRACTOR'S REPRESENTATIVE	_____	_____	_____
BAILEY BRIDGE LOT'S REPRESENTATIVE	_____	_____	_____

## **PART II**

### **SPECIFICATIONS AND STANDARD DRAWINGS**

### **SPECIFICATIONS REFERENCE**

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



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

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

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

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### **SPECIAL NOTE FOR EXCAVATION AND EMBANKMENT**

This Special Note replaces Sections 204 and 206 of the Department's 2008 Standard Specifications for Road and Bridge Construction and will apply where indicated on the plans or in the proposal. Section references herein are to the Department's 2008 Standard Specifications for Road and Bridge Construction.

**1.0 DESCRIPTION.** Remove and dispose of all materials taken from within limits of the work contracted, meaning the calculated material lying between the original groundline and the excavation limits established or approved by the Engineer as shown on the final cross sections, and form embankments with materials from sources specified in the Plans or from other approved sources.

**2.0 MATERIALS AND EQUIPMENT.** Use water conforming to Section 803.

### **3.0 CONSTRUCTION.**

**3.1 Excavation.** Excavate for cuts and roadbeds, embankment foundation benches, embankment subgrades, under-cutting subgrades in cut sections, shoulders, slopes, ditches, waterways, intersections, approaches, balance excavation, inlet and outlet ditches, and channel changes, all as specified in the Contract.

Remove and dispose of miscellaneous structures from within the limits of the typical section according to Section 203.

Protect and preserve all existing culverts, pipelines, conduits, subdrains, or parts thereof that may continue to be used without any change. Repair or replace any culvert, pipeline, conduit, or subdrain damaged from operations or negligence during the life of the Contract.

During construction, ensure that the roadway is well drained at all times.

**3.1.1 Classification.** Without regard to the materials encountered, all roadway and drainage excavation is unclassified and the Department will consider it Roadway Excavation. Any reference to rock, earth, or any other material on the Plans or cross sections, whether in numbers, words, letters, or lines, is solely for the Department's information and is not an indication of classified excavation or the quantity of either rock, earth, or any other material involved. The bidder must draw his own conclusions as to the conditions to be encountered, including any shrinkage and swell of materials. The Department does not give any guarantee as to the accuracy of the data and will not consider any claim for additional compensation when the materials encountered are not in accord with the classification shown.

**3.1.2 Slopes.** Do not remove or loosen any material outside of the required slopes. Leave all rock cut slopes with a uniform surface, and remove all loose or overhanging rock. Do not gouge or dig holes in back slopes or in embankment slopes.

The Engineer may vary the slopes in cuts during construction, depending upon the material encountered in excavation to secure sufficient material for the formation of embankment and shoulders, to prevent landslides, to improve sight distance, or for any other reasons widening or variations are deemed to be to the best advantage of the work. When making a cut on any section of the roadway in any material that may slide, excavate to the slope lines as specified in the Plans or as the Engineer directs. Do not form vertical slopes during the

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process of excavation of such cuts, except in stage construction when leaving material in cuts for future shoulder construction.

**3.1.3 Serrated Slopes.** When the Plans designate locations to construct serrated slopes and when soft rock or shale are encountered at the designated locations, excavate these materials by bulldozing or ripping, without drilling and blasting, in a manner that serrates the cut faces to a stepped pattern.

Round all soil overburden and talus material above the serrated slopes to blend with the original ground. Construct the top half step tread of a serrated slope just below the surface where the soil overburden contacts the soft rock or shale and continue the steps to the bottom of the cut slope, unless hard rock or hard shale formations are encountered which indicate that the lower limits of the rock disintegration zone have been reached. When hard rock or hard shale formations which must be blasted are encountered within the cuts being serrated, end the steps of the serrated slope by blending them into the hard rock or shale. Construct the step risers in the serrated slopes to the height specified in the Plans with the approximate width of the step treads being the height of the risers multiplied by the designated cut slope ratio. Make the midpoints of treads of the steps coincide approximately with the staked slope lines. Blend the first and last steps of a serrated slope into the staked slope line. Construct the first and last steps of a serrated slope to a width of approximately one-half the normal step tread width. Construct the step treads approximately level rather than parallel to the ditch line grades. When the steps extend throughout the length of a cut, round the ends of the steps and blend them into the adjacent ground.

The Engineer will not require thorough final dressing of the serrated slopes. However, remove large pieces of rock or other dangerous material which might fall from the steps and create safety hazards or maintenance problems. Seed and protect the serrated slopes according to the Plans and Section 212.

**3.1.4 Presplitting.** Presplit all rock and shale formations within the roadway excavation limits that are conducive to excavation by drilling and blasting at the designated slope lines. Perform the presplitting before blasting and excavating the interior portion of the specified cross section at any location.

Perform presplitting to obtain smooth faces in the rock and shale formations. Develop presplit faces that are free of all loose or crushed pieces and do not deviate more than 6 inches inwardly from the designated slope lines or offset drill holes, nor more than one foot outwardly, except where seams, broken formations, or earth pockets may cause unavoidable irregularities. The Engineer may stop the presplitting when he determines that materials have become unsuitable for presplitting. The Department will measure for payment material lying outside the typical section that must be removed due to seams, broken formations, or earth pockets, including any earth overburden removed with this material.

**3.1.5 Ditches.** Ditches include channel changes, inlet and outlet ditches, side ditches, surface ditches, wing ditches, and such other required ditches.

Construct side ditches draining from cuts toward embankments to avoid erosion damage to embankments by directing water coming from cuts away from fills.

Do not place material removed in cleaning or opening of ditches on cut

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slopes.

Excavate special ditches and channel changes before constructing adjacent embankment areas.

Remove all debris from ditches before requesting formal acceptance.

**3.1.6 Use of Excavated Materials.** Use all suitable excavated material in the formation of embankments, subgrade, or shoulders; as backfill for structures; or for other purposes specified in the Contract.

Remove and dispose of all sod and soft or spongy material. Do not use such materials in the construction of the grade, except as provided in Part 3.2 of this note.

Take ownership and dispose of any coal excavated from the project within the typical section, or as directed. Do not use coal in embankments except in small quantities and then only when thoroughly mixed with other materials.

Do not waste excavated material without permission. When approved, waste excess material adjacent to the embankment or incorporate it in the normal embankment construction within the right-of-way limits. Do not perform irregular or partial widening of embankments. Do not waste excess material between cut slopes and the right-of-way limits, except for the purpose of filling depressions, gullies, and other cavities; and, when so wasted, shape the material to conform with the adjacent ground.

**A) Channel Lining, Class IV.** Prepare broken stone from formations consisting primarily of limestone, or if specified in the Plans, durable sandstone or durable shale (SDI equal to or greater than 95 according to KM 64-513) that are encountered in roadway excavation or obtained from borrow excavation.

Provide stone so that at least 80 percent, by volume, of individual stones range in size from 1/4 to 1 1/2 cubic foot. Use smaller sized stones for filling voids in the upper surface and dressing to the proper slope. The Engineer will accept the size and gradation of the material based on visual inspection. The Engineer may allow material not conforming to the specified size and gradation when it is acceptable for the intended use.

Shape ditches and channels as specified to receive the channel lining. Unless solid rock is encountered, begin the channel lining in a trench 2 feet below the natural ground or 2 feet below the channel flowline when the flowline is not lined. Where encountering solid rock, end the slope protection at the solid rock line.

Construct Channel Lining, Class IV to the minimum thickness specified in the Plans. Place the stone in a manner to produce a surface not varying more than 6 inches from a true plane.

**B) Spreading Stockpiled Topsoil.** If the Contract includes Spreading Stockpiled Topsoil as a bid item, or when otherwise specified in the Contract, salvage topsoil from within the limits of the slope lines and store it in stockpiles. Before removing the topsoil, clear the areas of all weeds, brush, stumps, stones, and other debris. Remove the topsoil only from areas and to depths specified in the Plans or as the Engineer directs. Avoid mixing subsoil or other unsuitable material with the topsoil. Place sod removed from embankment areas according to Subsection 206.03 in the topsoil stockpiles. Place the stockpiles along the project at approved locations. Neatly dress each stockpile, when completed. Perform

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temporary or permanent seeding on the stockpiles.

When Spreading Stockpiled Topsoil is a bid item, the Department will allow the topsoil to be spread directly on the areas designated to receive the topsoil, without stockpiling, provided that seeding and protection operations are ready to begin.

**3.1.7 Roadbed.** In addition to the limits of the roadbed as defined in Subsection 101.03, extend the roadway excavation to the ditch lines in cuts. Conduct roadway excavation operations to make available a sufficient quantity of selected materials to complete the roadbed.

Remove all rock between ditch lines to a depth below the required grade as specified in the Plans or as staked. Leave the final surface of the rock to provide complete drainage. Construct the refill over this surface with select material having no stone or spalls larger than 4 inches. Place all refill in lifts not exceeding one foot in depth, loose measurement, and compact according to Part 3.2 of this note. The Engineer will make no allowance for excavation and refill material to a greater depth below the required grade than as specified in the Plans or as staked.

When encountering unsuitable material at subgrade elevation, remove the material to the depths specified in the Plans or as directed. Dry and use material that is unstable due to excessive moisture but otherwise suitable. Waste the material or use the material as refill or in embankments as the Engineer directs. Refill with suitable material.

**A) Rock Roadbed.** Conduct roadway blasting and excavation operations to make available a sufficient quantity of rock to complete the roadbed.

Prepare rock from formations consisting primarily of limestone, durable sandstone, or durable shale (SDI equal to or greater than 95 according to KM 64-513) that are encountered in the roadway excavation or that are obtained from borrow excavation. Do not use rock fragments exceeding one foot.

Excavate all cuts to a minimum of 2 feet below the final subgrade elevation and refill with the broken stone in 2 lifts, each approximately one foot thick. Leave the excavated surface to provide complete drainage. If excavation is deeper than 2 feet below subgrade, construct the top 2 feet in 2 lifts, each approximately one foot thick and the remaining in lifts not exceeding one foot using rock conforming to this section.

Construct rock roadbed from ditch line to ditch line in cuts, from shoulder to shoulder in fills, and throughout the entire project including mainline, ramps, and approach roads.

Perform all handling, stockpiling, or hauling manipulations, including overhauling, necessary to provide for the proper distribution of the broken stone.

In all instances, dump, spread, and smooth each one-foot lift, and compact each lift by vibratory rollers weighing at least 5 tons to minimize voids and bridging.

**B) Chemically Stabilized Roadbed.** Construct according to Section 208.

## **3.2 Embankment.**

**3.2.1 Embankment Foundations.** Remove sod from all embankment areas to a

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depth of approximately 3 inches. The Engineer will not require the removal of sod when constructing embankments over marshy areas.

Remove unsuitable material, including frozen material, encountered in embankment areas before placing any embankment material thereon.

When the height of the embankment, at subgrade elevation, is to be greater than 3 feet above existing concrete pavement, either break the pavement until no fragments have a dimension greater than 3 feet or remove the pavement. When the height of the embankment, at subgrade elevation, is to be 3 feet or less above existing concrete pavement, remove the pavement.

When placing embankment above existing asphalt pavement, break up to destroy all cleavage planes or remove as the Engineer directs.

Cut benches with horizontal and vertical faces into the original ground of embankment foundations as required. When practical, benches should be into rock. Compact the horizontal face. Provide subsurface drainage as specified in the Plans or as the Engineer directs.

When the Contract designates original material as unsuitable for the embankment foundation, the Department will designate areas of Special Excavation and/or treatment and will give instructions about the removal and disposal of unsuitable foundation material in the Plans.

When a bid item of special excavation has not been included in the Contract and the original ground is specified in the Plans as suitable to serve as the embankment foundation but the Engineer subsequently determines the material is unsuitable to remain in its original position, excavate and dispose of the unsuitable foundation material as directed. Incorporate the excavated material into embankments when manipulations such as spreading thin layers or drying the material make it acceptable for use as embankment-in-place. When excavated material cannot be used in embankments, waste the material.

**3.2.2 Placing and Compacting.** Use only acceptable materials from sources permitted in the Contract. Do not place frozen material, stumps, logs, roots, sod, or other perishable materials in any embankment. Do not place any stone or masonry fragment greater than 4 inches in any dimension within one foot of the finished subgrade elevation, unless rock roadbed is specified.

The Department may allow concrete rubble, without protruding reinforcement, to be placed in embankment provided that no fragment is larger than one foot in any dimension or is placed within 2 feet of the subgrade.

When crossing marshy or otherwise unstable areas, the Department may allow the first lift to exceed one-foot loose depth. Use rock or granular material in the first lift, when available, and construct by placing material behind the leading edge of the layer and blading into place to avoid unnecessary disturbance to the original ground.

Drain, clean out, and fill ponds lying within the staked construction limits.

Construct the upper one foot of the embankment with selected material placed in lifts not exceeding one foot loose thickness.

When rock roadbed is specified, construct the upper 2 feet of the embankment according to Part 3.1.7 of this note.

**A) Embankments of Earth, Friable Sandstone, Weathered Rock, Waste Crushed Aggregate, Bank Gravel, Creek Gravel, or Similar Materials.** Construct in lifts not exceeding one foot in thickness, loose depth, to the full width of the cross section, and compact the material.

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Shape the upper surface of the embankment to provide complete drainage of surface water at all times. Do not form ruts.

- B) Embankments Principally of Unweathered Limestone, Durable Shale (SDI equal to or greater than 95 according to KM 64-513), or Durable Sandstone.** Construct in lifts not exceeding 3 feet. Ensure that the maximum dimensions of boulders or large rocks placed in the embankment do not exceed 3 feet vertically and 4.5 feet horizontally. Place rocks having any dimension greater than 2 feet at least 2 feet below subgrade elevation. Do not dump rock into final position. Distribute the rock to minimize voids, pockets, and bridging. The Engineer will not require rolling in the construction of rock embankment. Do not construct the rock embankment to an elevation higher than one foot below subgrade elevation.
- C) Embankment of Rock/Shale/Soil Combination.** Construct in lifts not exceeding one foot in thickness; however, when the thickness of the rock exceeds one foot, the Department may allow the thickness of the embankment lifts to increase, as necessary, due to the nature of the material, up to 2 feet. Apply a sufficient amount of water to induce slaking when mixtures contain 50 percent or more non-durable shale. Do not dump the mixture into final position. Distribute the mixture in a manner that minimizes voids, pockets, and bridging.
- D) Embankments Principally of Non-Durable Shale (SDI less than 95 according to KM 64-513).** Remove or break down rock fragments or limestone slabs having thickness greater than 4 inches or having any dimension greater than 1 1/2 feet before incorporating them into the lift. Construct in loose lifts not exceeding 8 inches in thickness. Apply water to accelerate slaking. Uniformly incorporate the water throughout the lift using a multiple gang disk with a minimum disk diameter of 2 feet or other suitable equipment the Engineer approves. Compact with 30-ton static tamping foot rollers in conjunction with vibratory tamping foot rollers that produce a minimum compactive effort of 27 tons and direct hauling equipment over the full width of the lift to aid in compaction. When questions arise regarding the durability of shale, use KM 64-514 to estimate the durability of the material in the field.

Compact the embankment foundations and embankment to a density of at least 95 percent of maximum density as determined according to KM 64-511. The Engineer will check density according to KM 64-412.

During compaction, maintain the moisture content of embankment or subgrade material within  $\pm 2$  percent of the optimum moisture content as determined according to KM 64-511.

Compact each lift as required before depositing material for the next lift. Provide equipment that will satisfy the density requirements at all times. Run the hauling equipment, as much as possible, along the full width of the cross section.

**3.2.3 Embankment Adjacent to Structures.** Construct according to Subsection 603.03.04 for backfill.

**3.3 Construction Tolerances.** Make every reasonable effort to construct the project uniformly within the following allowable tolerances and in a manner that will minimize the field measurements and computations required to determine if the work is satisfactory.

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The Department will allow the following tolerances before making payment for any decreases in the quantity or before requiring the rework of the constructed item:

- 1) Do not deviate the distance from centerline to the ditch lines in cuts and the shoulder lines in fills more than one foot from the dimension specified in the Plans. Ensure that the total width of the roadbed is not deficient by more than one foot at any location.
- 2) Ensure that the sloped surfaces between the ditch lines or shoulder lines and the original ground are not inside the specified slope limits more than 6 inches or outside the specified slope limits more than one foot, both measured horizontally.
- 3) Excavate cut benches to within one foot above or below the bench elevation specified in the Plans or established by the Engineer.
- 4) The Department will not make payment for any earthwork performed outside the limits specified by the neat lines of the cross sections on the Plans or by the Engineer. Do not remove or place any extra material more than one foot outside of these limits without permission, except as provided in Parts 3.1.4 and 3.2 of this note.
- 5) On grade and drain projects where surfacing is not included, complete the subgrade to within  $\pm 0.1$  foot of the designated grade at the time of final acceptance, except that when rock roadbed is specified, complete it to within  $\pm 0.2$  foot.
- 6) Ensure that all subgrades being prepared for base or surface courses, except traffic bound courses, are within  $\pm 1/2$  inch of the specified crown section, except that when rock roadbed is specified, complete it to within  $\pm 0.2$  foot. Uniformly construct these subgrades so the subsequent base and surface courses can be constructed within their specified tolerances.

**3.4 Landslides.** When directed, remove and dispose of all landslides. The Department will measure landslides in place, by the cross section method, before removal of material. Obtain the Engineer's approval for use of slide material.

**3.5 Disposal of Wasted Material.** Obtain approved sites for wasting material off the right-of-way. Place material to avoid an unsightly appearance. Place all waste to avoid the obstruction of drainage. Seed and protect the wasted material and all temporary haul roads.

Submit for approval drawings of proposed waste areas, showing the configuration of the original ground and the anticipated configuration of the area upon completion of the waste operation; any preparatory work such as benching; provisions for surface and subsurface drainage of the area after wasting is completed; and any other necessary information. The Department will pay for the geotechnical investigation and analysis of the proposed waste area when one is requested by the Engineer. Ensure all work is performed by a pre-qualified geotechnical consultant and according to the Department's Geotechnical Manual.

Furnish cross sections and hydraulic computations for waste area sites situated in the flood plain of any stream. For these computations, define this flood plain as that area required to pass the 100 year flood. Indicate with the computations the effect that the waste site will have on both the design flood and the 100 year flood.

Furnish copies of a written agreement with the property owner, approval of the owner(s) of utilities of any nature existing within the proposed waste area, and approvals from all applicable regulatory agencies including the Natural Resources and Environmental Protection Cabinet, US Forest Service, US Army Corp of Engineers, US



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Fish and Wildlife, Kentucky Division of Water, and Planning and Zoning Commissions.

When encountering unanticipated waste material resulting from landslides or approved slope changes, waste it within the right-of-way at sites designated by the Engineer, or dispose of it off the right-of-way at sites acquired or approved by the Department.

#### **4.0 MEASUREMENT.**

**4.1 Payment for Design Quantities.** Unless the Contract provides for payment based on field measurements of material excavated, the Department will not measure Excavation or Embankment quantities but will make final payment at the Contract unit price for the design quantity specified within the neat lines of the cross sections on the Plans, increased or decreased by authorized adjustments.

The Department will not consider any quantity specified in the Plans for contingencies to be part of the design quantity. The Department will include only the portion of the contingency quantity actually used, as determined by the Engineer's measurements.

**4.2 Authorized Adjustments.** The Department will only make adjustments to the design quantities of Excavation or Embankment authorized by the Engineer for the following reasons:

- 1) Changes in the quantity of work due to benching, undercutting, changing slopes or grades, removing slides, and any other required procedures.
- 2) Decreases in the quantity because of acceptable work not conforming to established tolerances.
- 3) Corrections of major errors on the Plans. Major errors are defined as individual mistakes of 5 percent or more in the quantity of earthwork between 2 consecutive cross sections, for omissions, duplications, or other errors in the survey or on the Plans, but not for minor discrepancies in the plotting of cross sections, in the planimetry of cross sections, and in the resulting computation of the volume of earthwork. When errors in the lines or grades specified in the Plans cause major errors in earthwork quantities, the Department will correct the earthwork quantities throughout the entire span of the errors. The Department will not adjust earthwork quantities when errors in the lines or grades do not cause major errors in the earthwork quantities.
- 4) Arithmetical mistakes.

**4.3 Serrated Slopes.** The Department will not measure this work for payment and will consider it incidental to either Excavation or Embankment, as applicable.

The Department will not measure for payment any breakage of the soft rock or other material outside the staked slope line.

**4.4 Presplitting.** The Department will not measure this work for payment and will consider it incidental to Excavation. However, if the Engineer directs in writing slope changes, then the Department will pay for the second presplitting operation as Extra Work.

The Department will not measure for payment any extra material excavated because of the drill holes being offset outside the designated slope lines.

The Department will not measure for payment any material including any earth overburden necessary to be removed due to the Contractor's faulty blasting practices.

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**4.5 Rock Roadbed.** The Department will measure the quantity in cubic yards as Embankment. The Department will not measure any special work necessary to perform rock roadbed construction for payment and will consider it incidental to the Embankment bid item.

The Department will measure the removal of unsuitable material as Excavation. The Department will measure any additional material necessary for refill as Embankment, at its origin. The Department will not measure for payment rock refill exceeding 2 feet. When the material is removed from the roadbed and wasted without the Engineer's permission, the Department will not measure for payment any required refill material.

**4.6 Landslides.** The Department will measure the removal quantity in cubic yards as Excavation and will make equal measurement as Embankment when placed outside the plan's neat lines or wasted. When placed within the neat lines, the Department will consider the equal measurement of Embankment incidental to the Embankment design quantity. When the material is placed outside the plan's neat lines or wasted without the Engineer's permission, the Department will not consider the equal measurement of Embankment for payment.

The Department will not measure for payment the removal and disposal of landslides resulting from faulty operations.

Whenever a landslide extends beyond the right-of-way in wooded areas, and the Engineer directs trees and stumps be removed, the Department will measure for payment clearing of the additional area under Clearing and Grubbing or Removing Trees and Stumps, as provided in the original Contract.

**4.7 Ditches.** When Ditching or Ditching and Shouldering are listed as a bid item, the Department will measure this according to Subsection 209.04. When Ditching or Ditching and Shouldering are not listed as a bid item, the Department will not measure this work for payment and will consider it incidental to either Excavation or Embankment, as applicable.

**4.8 Excavation.** The Department will measure the quantity in cubic yards based on design quantities with authorized adjustments. The Department will base the measurement of the Excavation quantities at locations where serrated slopes are constructed on the areas and volumes defined by the staked slope lines. The Department will not measure for payment any excavated material used for any purpose other than that the Plans specify or the Engineer approves.

When the Contract provides for payment based on field measurements of the material excavated, the Department will measure the excavation in its original position by taking cross sections before the work starts and after it is entirely completed. The Department will compute the volume by the average end-area method. The Department will include in its measurement all unavoidable slides and authorized excavation of any material below the subgrade.

Where material has been excavated beyond the slope line and wasted, without being authorized, the Department will measure the wasted material and deduct it from the excavated quantities.

In determining the amount of waste material to be deducted as the result of excavation beyond the slope lines set by the Engineer, and wasted, the Department will consider only that portion outside of one foot additional width of embankment on each side, widened uniformly. The Department will measure the volume and deduct it from the excavation quantities without regard to swell or shrinkage factors.

**4.9 Benches.** The Department will measure excavation of benches as Excavation

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and will make equal payment as Embankment.

**4.10 Embankment.** The Department will measure the quantity in cubic yards as the design quantity shown within the neat lines of the cross sections on the Plans, increased or decreased by authorized adjustments according to Part 4.2 of this note.

The Department will consider removing sod 3 inches or less in depth; removing and/or scarifying of existing pavements in embankment areas; and the addition of water to aid compaction incidental to Embankment.

When undercutting embankment foundations, regardless of whether the excavated material is used as embankment or is wasted, the Department will measure the removal of unsuitable materials as Excavation or Special Excavation.

When the Engineer directs that the excavated material be wasted, then the Department will measure the material used to replace the wasted material as the same quantity as the excavated volume, and will pay for the material as Embankment. When the excavated material is used in embankment, the Department will make no separate payment for the material necessary to replace the excavated material.

The Department will not measure borrow excavation used to construct the embankment for payment and will consider it incidental to the construction of Embankment.

**4.11 Special Excavation.** The Department will measure the quantity in cubic yards as the design quantity shown within the neat lines of the cross sections on the Plans, increased or decreased by authorized adjustments as specified in Parts 4.1 and 4.2 of this note.

The Department will not measure overhaul of material and will consider it incidental to Special Excavation.

**4.12 Waste.** The Department will consider acquiring a waste site, disposing of waste, and providing erosion control for the site and haul roads incidental to Excavation and Embankment.

If the waste material is due to authorized adjustments, the Department will measure the quantity of unanticipated waste resulting from the authorized adjustments in place before excavation; make provisions for a waste site; and measure erosion control work for payment according to Subsection 212.04. The Department will include the quantity of approved unanticipated waste under Embankment.

**4.13 Overhaul.** The Department will measure the quantity only for excavation and embankment added due to authorized adjustments. For all other excavation quantities, the Department will not measure this work for payment and will consider it incidental to either Excavation or Embankment, as applicable.

The Department will measure the quantity by the Cubic Yard Station. A Cubic Yard Station is the product of the volume of material hauled in cubic yards and the distance that the material is hauled, in excess of the 2,000 feet of free haul, in stations of 100 feet, as determined by the Mass Diagram Method or by analytical methods.

**4.14 Channel Lining, Class IV.** The Department will measure the quantity in cubic yards.

**4.15 Water.** The Department will not measure for payment water used to provide sufficient moisture for compaction.

**5.0 PAYMENT.** The Department will make payment for the completed and accepted

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quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
21554EN10Z	Excavation	Cubic Yard
----	Overhaul	Cubic Yard Station
02488	Channel Lining, Class IV	Cubic Yard
05998	Spreading Stockpiled Topsoil	Cubic Yard
21553EN10Z	Embankment	Cubic Yard
02204	Special Excavation	Cubic Yard

The Department will pay for Overhaul at 2 percent of the Contract unit price for both Excavation and Embankment for each Cubic Yard Station.

The Department will consider payment as full compensation for all work required under this section.

January 1, 2008

STANDARD DRAWINGS THAT APPLY

ROADWAY  
~ *BARRIERS* ~

TYPICAL BARRIER INSTALLATIONS

TYPICAL GUARDRAIL INSTALLATIONS .....RBI-001-09  
TYPICAL GUARDRAIL INSTALLATIONS .....RBI-002-06

GUARDRAIL HARDWARE

STEEL BEAM GUARDRAIL (W-BEAM) ..... RBR-001-11  
GUARDRAIL COMPONENTS ..... RBR-005-10  
GUARDRAIL TERMINAL SECTIONS..... RBR-010-05  
GUARDRAIL POSTS ..... RBR-015-04  
GUARDRAIL POSTS ..... RBR-016-04  
GUARDRAIL END TREATMENT TYPE 4A ..... RBR-035-08

~ *DRAINAGE* ~

BOX INLETS AND OUTLETS

*DROP BOXES*

DROP BOX INLET TYPE 1 ..... RDB-001-11

*SLOPED BOXES*

SLOPED BOX OUTLET TYPE 1 ..... RDB-100-04  
SLOPED AND FLARED BOX INLET-OUTLET 18"-24"-30"-36" ALL SKEWS..... RDB-105-05  
GRATES FOR SLOPED AND FLARED BOX INLET-OUTLET ..... RDB-106-04

TYPICAL DRAINAGE INSTALLATIONS

CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS .....RDI-001-08  
CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS .....RDI-002-03  
CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS .....RDI-011-02  
NON-CIRCULAR PIPE ALTERNATES.....RDI-016-02  
PIPE BEDDING FOR CULVERTS, ENTRANCE AND STORM SEWER PIPE .....RDI-020-08  
PIPE BEDDING FOR CULVERTS, ENTRANCE AND STORM SEWER 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

MANHOLES

FRAME AND LID TYPE 1 ..... RDM-100-02  
FRAME AND LID TYPE 2 ..... RDM-105-02

MISCELLANEOUS DRAINAGE

JUNCTION BOX .....RDX-001-05  
JUNCTION BOX (DIMENSIONS AND QUANTITIES) .....RDX-002-03  
JUNCTION BOX TYPE B.....RDX-005-02  
INTERMEDIATE AND END ANCHORS FOR CIRCULAR PIPE .....RDX-060-03  
INTERMEDIATE AND END ANCHORS FOR NON-CIRCULAR PIPE .....RDX-065-03  
SECURITY DEVICES FOR FRAMES, GRATES AND LIDS.....RDX-160-05  
SILT TRAP - TYPE A ..... RDX-220-04  
SILT TRAP - TYPE B..... RDX-225  
SILT TRAP - TYPE C..... RDX-230

~ *GENERAL* ~

MISCELLANEOUS STANDARDS

MISCELLANEOUS STANDARDS PART 1 .....	RGX-001-05
TYPICAL EMBANKMENT FOUNDATION BENCHES .....	RGX-010-03
SETTLEMENT PLATFORM .....	RGX-015-02
ONE POINT PROCTER FAMILY OF CURVES .....	RGX-200

**TRAFFIC**

~ *TEMPORARY* ~

TRAFFIC CONTROL

LANE CLOSURE TWO-LANE HIGHWAY CASE I .....	TTC-100-01
LANE CLOSURE TWO-LANE HIGHWAY CASE II .....	TTC-105-01
SHOULDER CLOSURE .....	TTC-135-01

DEVICES

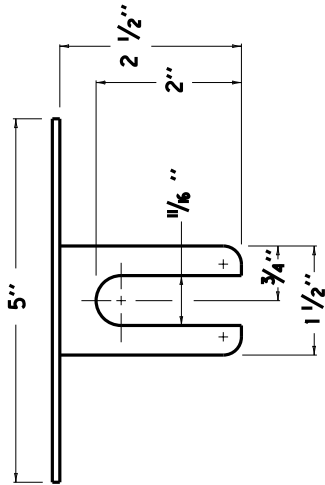
PAVEMENT CONDITION WARNING SIGNS .....	TTD-125
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STRIPING OPERATIONS

MOBILE OPERATION FOR PAINT STRIPING CASE I .....	TTS-100-01
MOBILE OPERATION FOR PAINT STRIPING CASE II .....	TTS-105-01

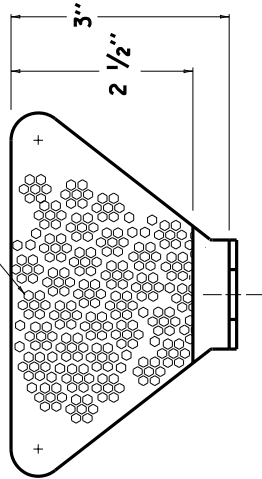
NOTES

1. THE DELINEATOR'S SHAPE AND DIMENSIONS ARE SHOWN FOR ILLUSTRATION PURPOSES ONLY. TYPES OF DELINEATORS PERMITTED SHALL BE FROM THE LIST OF APPROVED MATERIALS.
2. DELINEATOR SHALL BE MEASURED AND PAID FOR AT THE CONTRACT UNIT PRICE EACH AND SHALL INCLUDE ALL MATERIALS AND LABOR NECESSARY FOR ONE COMPLETE INSTALLATION.
3. CODE                      PAY ITEM                      PAY UNIT  
1982                      DELINEATOR FOR GUARDRAIL - MONO DIRECTIONAL WHITE                      EACH  
1983                      DELINEATOR FOR GUARDRAIL - MONO DIRECTIONAL YELLOW                      EACH  
1987                      DELINEATOR FOR GUARDRAIL - BI-DIRECTIONAL WHITE                      EACH
4. GUARDRAIL DELINEATORS SHALL BE REQUIRED ON ALL GUARDRAIL.
5. DELINEATORS SHALL BE MANUFACTURED FROM 12 GA. GALVANIZED STEEL.
6. DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MANUFACTURER'S TOLERANCES.
7. WHEN CONCRETE BARRIERS EXTEND ACROSS BRIDGE STRUCTURES IN LIEU OF STEEL BEAM GUARDRAIL, DELINEATORS SHALL BE INSTALLED AT SAME VERTICAL ALIGNMENT AS ON THE GUARDRAIL, AND DELINEATORS SHALL COMPLY WITH CURRENT SEPTA DRAWING 004.
8. DELINEATORS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.



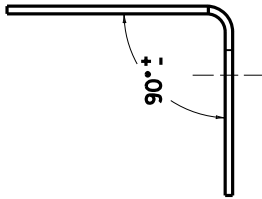
PLAN VIEW

TYPE X1 SHEETING,  
YELLOW OR WHITE

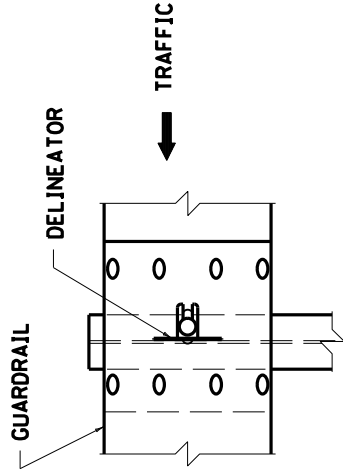


FRONT VIEW

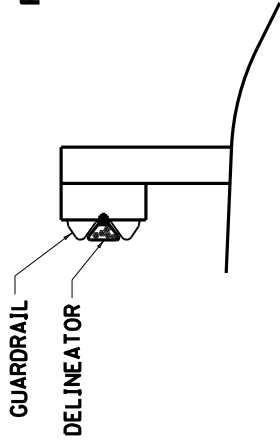
SIDE VIEW



NOTE: DIMENSIONS SHOWN ARE FOR ONE VERSION OF A WEB-MOUNTED GUARDRAIL DELINEATOR. DELINEATORS WITH ALTERNATE DIMENSIONS MAY BE CONSIDERED FOR INCLUSION ON THE APPROVED PRODUCTS LIST.

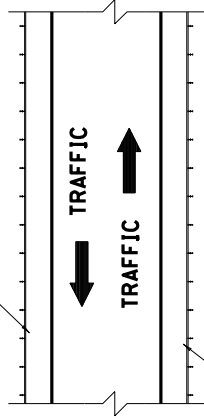


FRONT VIEW



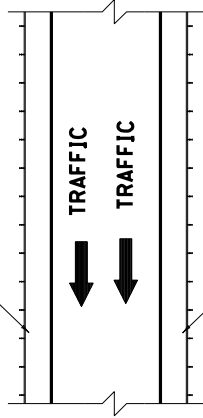
SIDE VIEW

BI-DIRECTIONAL WHITE DELINEATOR  
FOR GUARDRAIL FACING TRAFFIC



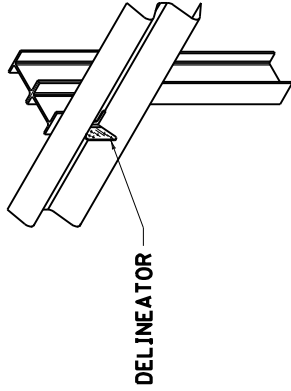
BI-DIRECTIONAL WHITE DELINEATOR  
FOR GUARDRAIL FACING TRAFFIC

MONO-DIRECTIONAL WHITE DELINEATOR  
FOR GUARDRAIL FACING TRAFFIC



MONO-DIRECTIONAL YELLOW DELINEATOR  
FOR GUARDRAIL FACING TRAFFIC

PLACEMENT OF DELINEATORS  
FOR GUARDRAIL

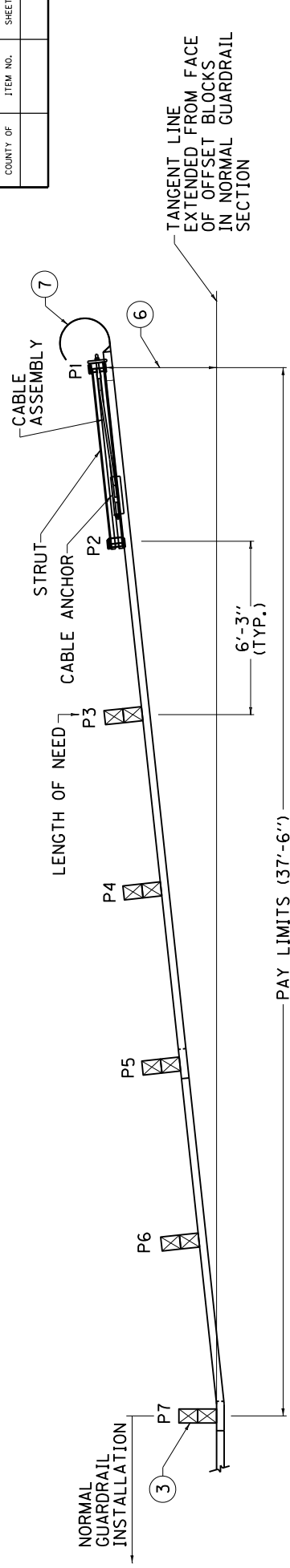


ISOMETRIC VIEW

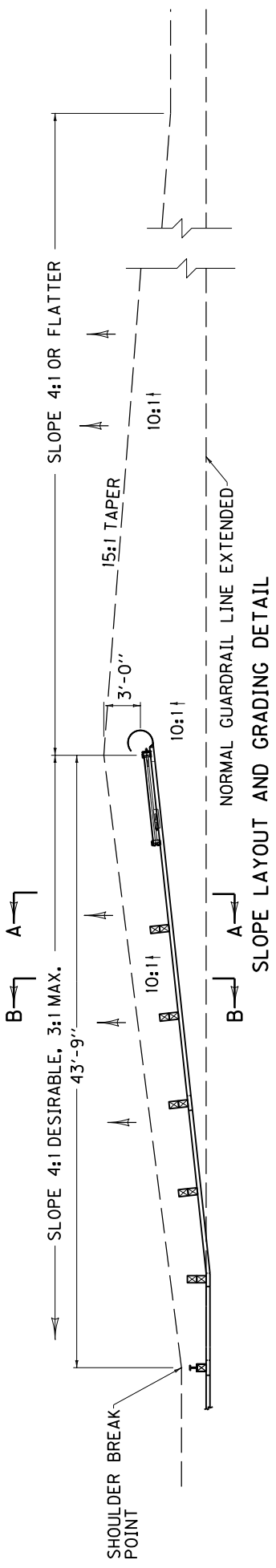
APPROXIMATE DELINEATOR SPACING	
TANGENT	100'
CURVE	50'

SPACING SHOULD BE ADJUSTED IN CURVES  
SO THAT SEVERAL DELINEATORS ARE ALWAYS  
SIMULTANEOUSLY VISIBLE TO THE ROAD USER.

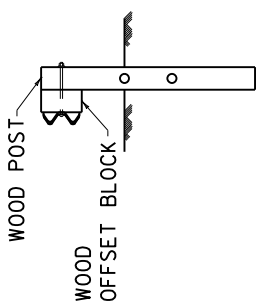
COUNTY OF	ITEM NO.	SHEET NO.



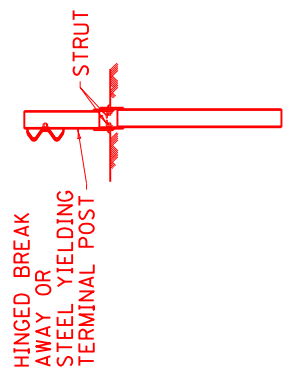
PLAN VIEW



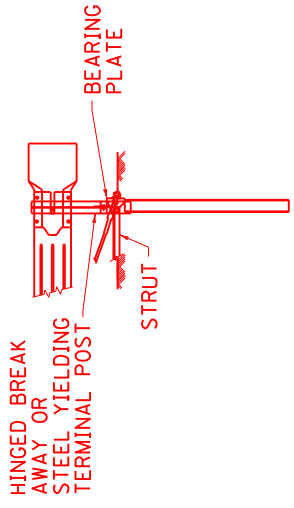
SLOPE LAYOUT AND GRADING DETAIL



SECTION B-B  
(POSTS P3 THRU P7)



SECTION A-A  
(POST P2)



ENLARGED VIEW P1

1. BID ITEMS AND UNIT TO BID:
  - A. GUARDRAIL END TREATMENT TYPE 4A - EACH
  - B. MATERIAL USED TO CONSTRUCT WIDENING SHALL BE BID AS ROADWAY OR BORROW EXCAVATION OR EMBANKMENT-IN-PLACE AT THE CONTRACT UNIT PRICE PER CUBIC YARD.
2. INTENDED USE: AREAS WITH ADEQUATE VEHICLE RECOVERY ZONE BEHIND GUARDRAIL.
3. POST P7 SHALL BE A CRT BREAKAWAY WOOD POST.
4. GUARDRAIL END TREATMENT TYPE 4A IS A PATENTED (ONE SOURCE) PRODUCT MANUFACTURED BY TRINITY INDUSTRIES, INC. OF DALLAS, TX. OR ROAD SYSTEMS, INC. OF BIG SPRING, TX.
5. THE MANUFACTURER SHALL FURNISH TWO (2) SETS OF SHOP PLANS TO THE CONTRACTOR WITH EACH INSTALLATION.
6. SYSTEM OFFSET OF 4'-0" SHALL BE MEASURED FROM FACE OF OFFSET BLOCK AT NORMAL GUARDRAIL SECTION TO FACE OF POST AT P1.
7. OBJECT MARKER TYPE 3 (SEE CURRENT MUTCD MANUAL FOR DETAILS).

KENTUCKY DEPARTMENT OF HIGHWAYS	GUARDRAIL END TREATMENT TYPE 4A	APPROVED <i>[Signature]</i> DIRECTOR OF DESIGN	DATE 03-13-09
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## **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: KY120125 07/20/2012 KY125

Superseded General Decision Number: KY20100211

State: Kentucky

Construction Type: Highway

Counties: Anderson, Bath, Bourbon, Boyd, Boyle, Bracken, Breckinridge, Bullitt, Carroll, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Grayson, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Lewis, Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Rowan, Scott, Shelby, Spencer, Trimble, Washington and Woodford 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	01/13/2012
2	01/20/2012
3	04/13/2012
4	05/11/2012
5	05/25/2012
6	06/01/2012
7	06/22/2012
8	06/29/2012
9	07/13/2012
10	07/20/2012

BRIN0004-003 06/01/2011

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	10.07
-----		
BRKY0001-005 06/01/2011		

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	10.07
-----		
BRKY0002-006 06/01/2011		

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:



	Rates	Fringes
BRICKLAYER.....	\$ 26.57	10.26
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BRKY0007-004 06/01/2011		

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 28.29	16.80
-----		
BRKY0017-004 06/01/2009		

ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN,  
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,  
OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	9.97
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CARP0064-001 07/01/2012		

	Rates	Fringes
CARPENTER.....	\$ 26.40	13.91
Diver.....	\$ 39.98	13.91
PILEDRIVERMAN.....	\$ 26.65	13.91
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ELEC0212-008 05/28/2012		

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.11	14.77
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ELEC0212-014 06/27/2011		

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 21.55	8.46
-----		
ELEC0317-012 05/30/2012		

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
Electricians:		
Cable Splicer.....	\$ 32.68	18.13
Electrician.....	\$ 32.22	20.09
-----		
ELEC0369-007 05/30/2012		

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL, CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT, SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 29.32	13.78
-----		
ELEC0575-002 05/30/2011		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 30.69	13.32
-----		
ENGI0181-018 07/01/2011		

	Rates	Fringes
Operating Engineer:		
GROUP 1.....	\$ 26.50	13.00
GROUP 2.....	\$ 24.08	13.00
GROUP 3.....	\$ 24.46	13.00
GROUP 4.....	\$ 23.82	13.00

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to

Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment; Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steerman; Tamping Machine; Tractor (Under 50 H.P.); & Vibrator

CRANES - with booms 150 ft. & Over (Including JIB), and where the length of the boom in combination with the length of the piling leads equals or exceeds 150 ft. - \$1.00 over Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10%

ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

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IRON0044-009 06/01/2012

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,  
BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);  
CARROLL (Eastern third, including the Township of Ghent);  
FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);  
MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);  
NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);  
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);  
SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 22.50	15.10

Structural.....	\$ 24.80	15.10
-----		
IRON0070-006 06/01/2012		
ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE, WASHINGTON & WOODFORD BOURBON (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris); CARROLL (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville); CLARK (Western two-thirds, including Townships of Becknerville, Flanagan, Ford, Pine Grove, Winchester & Wyandotte); OWEN (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill); SCOTT (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stampling Ground & Woodlake);		
	Rates	Fringes
IRONWORKER.....	\$ 26.34	18.58
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IRON0372-006 01/01/2012		

BRACKEN, GALLATIN, GRANT, HARRISON and ROBERTSON  
BOURBON (Northern third, including Townships of Jackson,  
Millersburg, Ruddel Mills & Shawhan);  
CARROLL (Eastern third, including the Township of Ghent);  
FLEMING (Western part, Excluding Townships of Beechburg, Colfax,  
Elizaville, Flemingsburg, Flemingsburg Junction, Foxport,  
Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills,  
Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar  
Plains,  
Ringos Mills, Tilton & Wallingford);  
MASON (Western two-thirds, including Townships of Dover,  
Lewisburg, Mays Lick, Maysville, Minerva, Moranburg,  
Murphysville, Ripley, Sardis, Shannon, South Ripley &  
Washington);  
NICHOLAS (Townships of Barefoot, Barterville, Carlisle,  
Ellisville, Headquarters, Henryville, Morningglory, Myers &  
Oakland Mills);  
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook,  
Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New  
Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita &  
Wheatley);  
SCOTT (Northern two-thirds, including Townships of Biddle,  
Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers  
Gap, Sadieville, Skinnersburg & Stonewall) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING Beyond 30-mile radius of Hamilton County, Ohio Courthouse.....	\$ 26.75	17.55
Up to & including 30-mile		

IRON0769-007 06/01/2012

Rates                      Fringes

ZONE 1 - Up to 10 mi. radius of union hall, Ashland, Ky.,  
1643 Greenup Avenue  
ZONE 2 - 10 to 50 mi. radius of union hall;  
ZONE 3 - 50 mi. radius and beyond

Rates                      Fringes

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);  
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;  
Burner & Welder; Bushhammer; Chain Saw Operator; Concrete  
Saw Operator; Deckhand Scow Man; Dry Cement Handler;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Level C; Forklift Operator for Masonary; Form Setter;  
Green Concrete Cutting; Hand Operated Grouter & Grinder  
Machine Operator; Jackhammer; Pavement Breaker; Paving  
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven  
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;  
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind  
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;  
Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;  
Gunnite Operator & Mixer; Grout Pump Operator; Side Rail  
Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free  
Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;  
& Tunnel Mucker (Free Air); Directional & Horizontal  
Boring; Air Track Drillers (All Types); Powdermen &  
Blasters; Troxler & Concrete Tester if Laborer is Utilized

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\* LABO0189-008 07/01/2012

ANDERSON, BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE,  
MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &  
WASHINGTON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.61	10.95
GROUP 2.....	\$ 21.86	10.95
GROUP 3.....	\$ 21.91	10.95
GROUP 4.....	\$ 22.51	10.95

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement  
Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter  
Tender; Cement Mason Tender; Cleaning of Machines;  
Concrete; Demolition; Dredging; Environmental - Nuclear,  
Radiation, Toxic & Hazardous Waste - Level D; Flagperson;  
Grade Checker; Hand Digging & Hand Back Filling; Highway  
Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;  
Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail  
& Fence Installer; Signal Person; Sound Barrier Installer;  
Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;  
Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);  
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;  
Burner & Welder; Bushhammer; Chain Saw Operator; Concrete  
Saw Operator; Deckhand Scow Man; Dry Cement Handler;

Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Level C; Forklift Operator for Masonary; Form Setter;  
Green Concrete Cutting; Hand Operated Grouter & Grinder  
Machine Operator; Jackhammer; Pavement Breaker; Paving  
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven  
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;  
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind  
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;  
Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;  
Gunnite Operator & Mixer; Grout Pump Operator; Side Rail  
Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free  
Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;  
& Tunnel Mucker (Free Air); Directional & Horizontal  
Boring; Air Track Drillers (All Types); Powdermen &  
Blasters; Troxler & Concrete Tester if Laborer is Utilized

\* LABO0189-009 07/01/2012

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.96	10.60
GROUP 2.....	\$ 22.21	10.60
GROUP 3.....	\$ 22.26	10.60
GROUP 4.....	\$ 22.86	10.60

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement  
Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter  
Tender; Cement Mason Tender; Cleaning of Machines;  
Concrete; Demolition; Dredging; Environmental - Nuclear,  
Radiation, Toxic & Hazardous Waste - Level D; Flaggperson;  
Grade Checker; Hand Digging & Hand Back Filling; Highway  
Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;  
Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail  
& Fence Installer; Signal Person; Sound Barrier Installer;  
Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;  
Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);  
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;  
Burner & Welder; Bushhammer; Chain Saw Operator; Concrete  
Saw Operator; Deckhand Scow Man; Dry Cement Handler;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Level C; Forklift Operator for Masonary; Form Setter;  
Green Concrete Cutting; Hand Operated Grouter & Grinder  
Machine Operator; Jackhammer; Pavement Breaker; Paving  
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven  
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;  
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind  
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;

Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;  
Gunnite Operator & Mixer; Grout Pump Operator; Side Rail  
Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free  
Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;  
& Tunnel Mucker (Free Air); Directional & Horizontal  
Boring; Air Track Drillers (All Types); Powdermen &  
Blasters; Troxler & Concrete Tester if Laborer is Utilized

PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN,  
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,  
ROBERTSON, SCOTT & WOODFORD COUNTIES:

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender and/or Containment Builder..	\$ 18.90	5.90
Brush & Roller.....	\$ 21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 22.30	5.90
Sandblasting & Waterblasting.....	\$ 22.05	5.90
Spray.....	\$ 21.80	5.90

PAIN0012-017 05/01/2012

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)		
Bridge Equipment Tender and Containment Builder.....	\$ 20.49	8.33
Brush & Roller.....	\$ 23.10	8.33
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 24.10	8.33
Sandblasting & Water Blasting.....	\$ 23.85	8.33
Spray.....	\$ 23.60	8.33

PAIN0118-004 05/01/2010

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN,  
HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY,  
SPENCER, TRIMBLE & WASHINGTON COUNTIES:



	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 18.50	10.30
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 19.50	10.30
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PAIN1072-003 12/01/2011		

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

	Rates	Fringes
Painters:		
Bridges; Locks; Dams; Tension Towers & Energized Substations.....	\$ 29.33	14.20
Power Generating Facilities.	\$ 26.09	14.20
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PLUM0248-003 06/01/2012		

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
Plumber and Steamfitter.....	\$ 33.00	16.93
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PLUM0392-007 06/01/2012		

BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN & ROBERTSON COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 29.30	16.59
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PLUM0502-003 08/01/2011		

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN (Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 31.00	16.13
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SUKY2010-160 10/08/2001		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 16.57	7.34
GROUP 2.....	\$ 16.68	7.34
GROUP 3.....	\$ 16.86	7.34
GROUP 4.....	\$ 16.96	7.34

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

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

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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)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

### Union Identifiers

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

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

### Non-Union Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

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-III- HWY dated August 04, 2011

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

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

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

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

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

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

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
9.6%	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 Breckinridge County.

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
9.6%	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 Hardin 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: 124021  
COUNTY: BRECKINRIDGE, HARDIN  
PROPOSAL: 121GR12T010-HSIP

PAGE: 1  
LETTING: 08/17/12  
CALL NO: 200

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
SECTION 0001 ROADWAY					
0010	00001	DGA BASE	35.000 TON		
0020	00212	CL2 ASPH BASE 1.00D PG64-22	15.000 TON		
0030	00301	CL2 ASPH SURF 0.38D PG64-22	5.000 TON		
0040	00462	CULVERT PIPE-18 IN	266.000 LF		
0050	00464	CULVERT PIPE-24 IN	47.000 LF		
0060	00468	CULVERT PIPE-36 IN	43.000 LF		
0070	00491	CULVERT PIPE-18 IN EQUIV	32.000 LF		
0080	01310	REMOVE PIPE	49.000 LF		
0090	01453	S & F BOX INLET-OUTLET-36 IN	2.000 EACH		
0100	01490	DROP BOX INLET TYPE 1	1.000 EACH		
0110	01650	JUNCTION BOX	1.000 EACH		
0120	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL	HITE 6.000 EACH		
0130	02200	ROADWAY EXCAVATION	133.000 CUYD		
0140	02230	EMBANKMENT IN PLACE	2,665.000 CUYD		
0150	02237	DITCHING	1,495.000 LF		
0160	02351	GUARDRAIL-STEEL W BEAM-S FACE	145.000 LF		
0170	02360	GUARDRAIL TERMINAL SECTION NO 1	1.000 EACH		
0180	02391	GUARDRAIL END TREATMENT TYPE 4A	2.000 EACH		
0190	02396	REMOVE GUARDRAIL END TREATMENT	3.000 EACH		
0200	02403	REMOVE CONCRETE MASONRY	3.000 CUYD		

CONTRACT ID: 124021  
COUNTY: BRECKINRIDGE, HARDIN  
PROPOSAL: 121GR12T010-HSIP

PAGE: 2  
LETTING: 08/17/12  
CALL NO: 200

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
0210	02562	SIGNS	614.000 SQFT		
0220	02600	FABRIC GEOTEXTILE TY IV FOR PIPE	201.000 SQYD	2.00	402.00
0230	02625	REMOVE HEADWALL	29.000 EACH		
0240	02650	MAINTAIN & CONTROL TRAFFIC KY 251	( 1.00) LS		
0250	02650	MAINTAIN & CONTROL TRAFFIC KY 259	( 1.00) LS		
0260	02690	SAFELOADING	4.000 CUYD		
0270	02731	REMOVE STRUCTURE KY 259 (MP 15.330)	( 1.00) LS		
0280	03270	TREE AND BRUSH REMOVAL	20.000 LF		
0290	04811	ELECTRICAL JUNCTION BOX TYPE B	1.000 EACH		
0300	05950	EROSION CONTROL BLANKET	875.000 SQYD		
0310	06514	PAVE STRIPING-PERM PAINT-4 IN	25.000 LF		
0320	21415ND	EROSION CONTROL	( 1.00) LS		
0330	21415ND	EROSION CONTROL KY 251	( 1.00) LS		
0340	22520EN	PAVE MARKING-THERMO YIELD BAR-36 IN	9.000 LF		
SECTION 0002 DEMOBILIZATION					
0350	02569	DEMOBILIZATION (AT LEAST 1.5%)	LUMP		
		TOTAL BID			