



**CALL NO. 338**

**CONTRACT ID. 232179**

**LEWIS COUNTY**

**FED/STATE PROJECT NUMBER FE01 068 0010 013-014**

**DESCRIPTION AA HIGHWAY (KY 10)**

**WORK TYPE CULVERT REPLACEMENT**

**PRIMARY COMPLETION DATE 11/15/2023**

**LETTING DATE: March 23,2023**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME March 23,2023. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

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



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# **PART I**

## **SCOPE OF WORK**



**ADMINISTRATIVE DISTRICT - 09**

**CONTRACT ID - 232179**  
**FE01 068 0010 013-014**  
**COUNTY - LEWIS**  
**PCN - MP06800102301**  
**FE01 068 0010 013-014**

AA HIGHWAY (KY 10) (MP 13.000) FROM 1325 FEET EAST OF GREENBRIAR HOLLOW EXTENDING EAST TO 1850 FEET EAST OF GREENBRIAR HOLLOW (MP 13.100), A DISTANCE OF 0.10 MILES.CULVERT REPLACEMENT  
GEOGRAPHIC COORDINATES LATITUDE 38:35:49.00 LONGITUDE 83:10:26.00  
ADT 2,790

**COMPLETION DATE(S):**  
COMPLETED BY 11/15/2023      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 electronic bidding software. 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 shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. When prescribed in said directives, the contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom shall be contacted through their individual Protection Notification Center. Non-compliance with these directives can result in the enforcement of penalties.

### **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.

### **HARDWOOD REMOVAL RESTRICTIONS**

The US Department of Agriculture has imposed a quarantine in Kentucky and several surrounding states, to prevent the spread of an invasive insect, the emerald ash borer. Hardwood cut in conjunction with the project may not be removed from the state. Chipping or burning on site is the preferred method of disposal.

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

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

### **ACCESS TO RECORDS**

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



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

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

### **BUILD AMERICA, BUY AMERICA ACT (BABA)**

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§70901-52. The Act strengthens the Buy America preference to include “construction materials.” The current temporary waiver for **“construction materials”** will expire on November 10, 2022.

The Act will apply to construction materials as outlined in the guidance issued in OMB [M-22-11](#).

Construction Materials – Includes an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that is or consists primarily of:

- Non-ferrous metals
- Plastic/polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

Construction Materials only applies to items, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project.

Construction Materials does not apply to tools, equipment or supplies brought to the jobsite and removed before completion.

### **BOYCOTT PROVISIONS**

If applicable, the contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade.

**Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.



If applicable, the contractor verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

### **LOBBYING PROHIBITIONS**

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

February 1, 2023



## **SPECIAL NOTE FOR RECIPROCAL PREFERENCE**

### **RECIPROCAL PREFERENCE TO BE GIVEN BY PUBLIC AGENCIES TO RESIDENT BIDDERS**

By reference, KRS 45A.490 to 45A.494 are incorporated herein and in compliance regarding the bidders residency. Bidders who want to claim resident bidder status should complete the Affidavit for Claiming Resident Bidder Status along with their bid in the electronic bidding software. Submittal of the Affidavit should be done along the bid in Bid Express.

April 30, 2018



## **SPECIAL NOTES FOR BORE AND JACK PIPE – KY 10**

### **I. DESCRIPTION**

Except as hereafter specified, perform all work in accordance with the Department's Standard and Supplemental Specifications and Standard and Sepia Drawings, current editions. Section references are to the Standard Specifications. This work shall consist of:

(1) Maintain and control traffic; (2) Site preparation and erosion control; (3) Bore and Jack Pipe; (4) Culvert Pipe; (5) Grout; (6) Safeloading; (7) Remove and Reset Guardrail; (8) Restoration, final dressing, cleanup, and seeding; (9) Any other work as specified by this contract.

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

All materials shall be sampled and tested in accordance with the Department's Sampling Manual. Make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these Notes.

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

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

**C. Bore and Jack Pipe – 60 Inch.** Welded steel pipe shall have a minimum wall thickness of 0.625 inches.

**D. Culvert Pipe – 54 Inch. Furnish Corrugated High Density Polyethylene Pipe ONLY.** Conform to Subsection 810.06.02.

**E. Pipe Culvert Headwall – 54 Inch.** Cast in place, conform to Subsection 610.02. Precast headwalls, conform to Subsection 710.02.

**F. Grout.** Use non-shrink grout. Conform to Subsection 601.02 and 601.03.

**G. Safeloading.** Use flowable fill. Conform to Subsection 601.02 and 601.03.

### **III. CONSTRUCTION METHODS**

Except as specified in these notes, construct project according to Standard Specifications.

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

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

**C. Bore and Jack Pipe – 60 Inch.** Be responsible for all site preparation, including, but not limited to: excavation to allow access to site, removal of obstructions, or any other items; disposal of materials, waste, and debris; restoration, final dressing, cleanup, and seeding and protection. Bore and jack pipe adjacent on the east side of the existing drainage



structure as directed by the Engineer. Inlet and outlet elevations shall match the existing structure. Contractor is responsible for checking and maintaining proper grade and alignment during the boring process. Any water used during the boring process is to be contained and filtered or allow adequate time for sediment to settle before releasing water. Provide containment plan to Engineer.

**D. Culvert Pipe – 54 Inch.** Following the bore and jack operation, insert culvert pipe into steel casing. Due to acidic groundwater, high density polyethylene pipe is to be used. Ensure all joints are completely sealed. Ensure that culvert pipe is not damaged during process.

**E. Pipe Culvert Headwall – 54 Inch.** Construct culvert pipe headwall according to Standard Drawing RDH-110-02 or install precast headwall that conforms to 710.03.

**F. Grout.** Construct bulkhead between culvert pipe and steel casing at each end. Provide vents to allow air to escape as grout is pumped into void. Ensure that culvert pipe remains in place during the pumping process. Completely fill void between culvert pipe and steel casing. Contain any grout that is spilled or lost during pumping process. Provide containment plan to the Engineer. Allow adequate cure time prior to directing water flow into culvert pipe.

**G. Safeloading.** Construct bulkheads at each end of existing drainage structure. Completely fill structure with flowable fill. Contain any flowable fill that is spilled or lost during pumping process. Provide containment plan to the Engineer.

**H. Remove and Reset Guardrail.** Remove guardrail to allow access to site with equipment. Reinstall guardrail after construction process is complete. Install guardrail to match grade of existing guardrail. Contractor is responsible for replacing any guardrail, posts, blocks or bolts that are damaged during the removal process. While guardrail is removed, ensure guardrail ends are turned down to the ground and delineated with barrels as a hazard.

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

**J. Disposal of Waste.** Dispose of all excess materials, waste, and debris off the right-of-way at sites obtained by the Contractor at no additional cost to the Department.

**K. Restoration.** Be responsible for all damage to public and/or private property resulting from the work. Restore all damaged features in like kind materials and design.

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

**M. Caution.** Do not take information shown on the drawings and in this proposal and the types and quantities of work listed as an accurate or complete evaluation of the material



and conditions to be encountered during construction. The bidder must draw his own conclusion as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation or extension of Contract time if the conditions encountered are not in accordance with the information shown.

**N. Right-of-Way Limits.** 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.

**O. Utility Clearance.** Work around and do not disturb existing utilities. It is not anticipated that any utility facilities will require relocation and/or adjustment; however, in the event utilities are discovered that require relocation, the utility companies will work concurrently with the Contractor while relocating their facilities. Working days will not be charged for those days on which work on the controlling item is delayed due to the utility company's phase of the work, as provided in the Specifications. If the total delay exceeds ten working days, an extension of the specified completion date will be negotiated with the Contractor for delay to the Contractor's work.

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

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

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

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

**C. Bore and Jack Pipe – 60 Inch.** The Department will measure the completed length of encasement pipe through the flowline from end to end in linear feet. When abandoning a bore hole due to an unforeseen physical obstruction or situation, the Department will measure the work according to a negotiated supplemental agreement. When abandoning a bore hole due to mechanical malfunction, improper alignment, or other problems due to construction operations, the Department will not measure the backfill and relocation for payment and will consider it incidental to this item of work.

**D. Culvert Pipe – 54 Inch.** The Department will measure the quantity in linear feet from end-to-end along the bottom or pipe invert of the installed structure. The Department will not measure joint materials and bedding materials for payment and will consider them incidental to this item of work. The Department will not measure replacement of damaged pipe for payment and will consider it incidental to this item of work. The Department will not measure for payment the providing of a manufacturer's technical representative to assist in the construction of the pipe and will consider it incidental to this item of work.

**E. Pipe Culvert Headwall – 54 Inch.** The Department will measure the quantity as each.

**F. Grout.** The Department will measure the quantity in cubic yards. Construction of bulkheads or any other formwork will be considered incidental to this item of work.



**G. Safeloading.** The Department will measure the quantity in square yards. Construction of bulkheads or any other formwork will be considered incidental to this item of work.

## **V. Basis of Payment**

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

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

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

**C. Bore and Jack Pipe – 60 Inch.** Payment at the contract unit price per linear foot shall be full compensation for all materials, equipment, labor and incidentals necessary to complete the work specified in these notes.

**D. Culvert Pipe – 54 Inch.** Payment at the contract unit price per linear foot shall be full compensation for all materials, equipment, labor and incidentals necessary to complete the work specified in these notes.

**E. Pipe Culvert Headwall – 54 Inch.** Payment at the contract unit price per each shall be full compensation for all materials, equipment, labor and incidentals necessary to complete the work specified in these notes.

**F. Grout.** Payment at the contract unit price per cubic yard shall be full compensation for all materials, equipment, labor and incidentals necessary to complete the work specified in these notes.

**G. Safeloading.** Payment at the contract unit price per cubic yard shall be full compensation for all materials, equipment, labor and incidentals necessary to complete the work specified in these notes.



## **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



## **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.

Most of the work for this project can be performed using a lane closure. When operations will impact the driving lanes, maintain alternating one way traffic. Provide a minimum clear lane width of 12 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**

Sign posts and splices shall be compliant with NCHRP 350 or MASH. Manufacturer's documentation validating this compliance shall be provided to the Engineer prior to installation. Signs, including any splices, shall be installed according to manufacturer's specifications and installation recommendations. 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  
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## **TEMPORARY ENTRANCES**

The Engineer will not require the Contractor to provide continuous access to farms, single family, duplex, or triplex residential properties during working hours; however, provide reasonable egress and ingress to each such property when actual operations are not in progress at that location. Limit the time during which a farm or residential entrance is blocked to the minimum length of time required for actual operations, not extended for the Contractor's convenience, and in no case exceeding six (6) hours. Notify all residents twenty-four hours in advance of any driveway or entrance closings and make any accommodations necessary to meet the access needs of disabled residents.

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

The Department will measure asphalt materials required to construct and maintain any temporary entrances which may be necessary to provide temporary access; however, the Department will not measure aggregates, excavation, and/or embankment, but shall be incidental to Maintain and Control Traffic. The Engineer will determine the type of surfacing material, asphalt or aggregate, to be used at each entrance.

## **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.

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



Traffic Control Plan  
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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 – KY 10**

### **I. DESCRIPTION**

Perform all erosion and water pollution control work in accordance with the Department's Standard Specifications, these notes, and current editions of applicable Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings, 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; and (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 current editions of applicable Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings. 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. Prepare a specific BMP plan for the project jointly with the Engineer 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 Certification, and applicable state and



## Erosion Control

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local government agency laws, regulations, rules, specifications, and permits. Contrary to Section 105.05, in case of discrepancy between these notes, the Standard Specifications, Supplemental Specifications, Special Provisions, 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.

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**

See Sections 212.04 and 213.04.

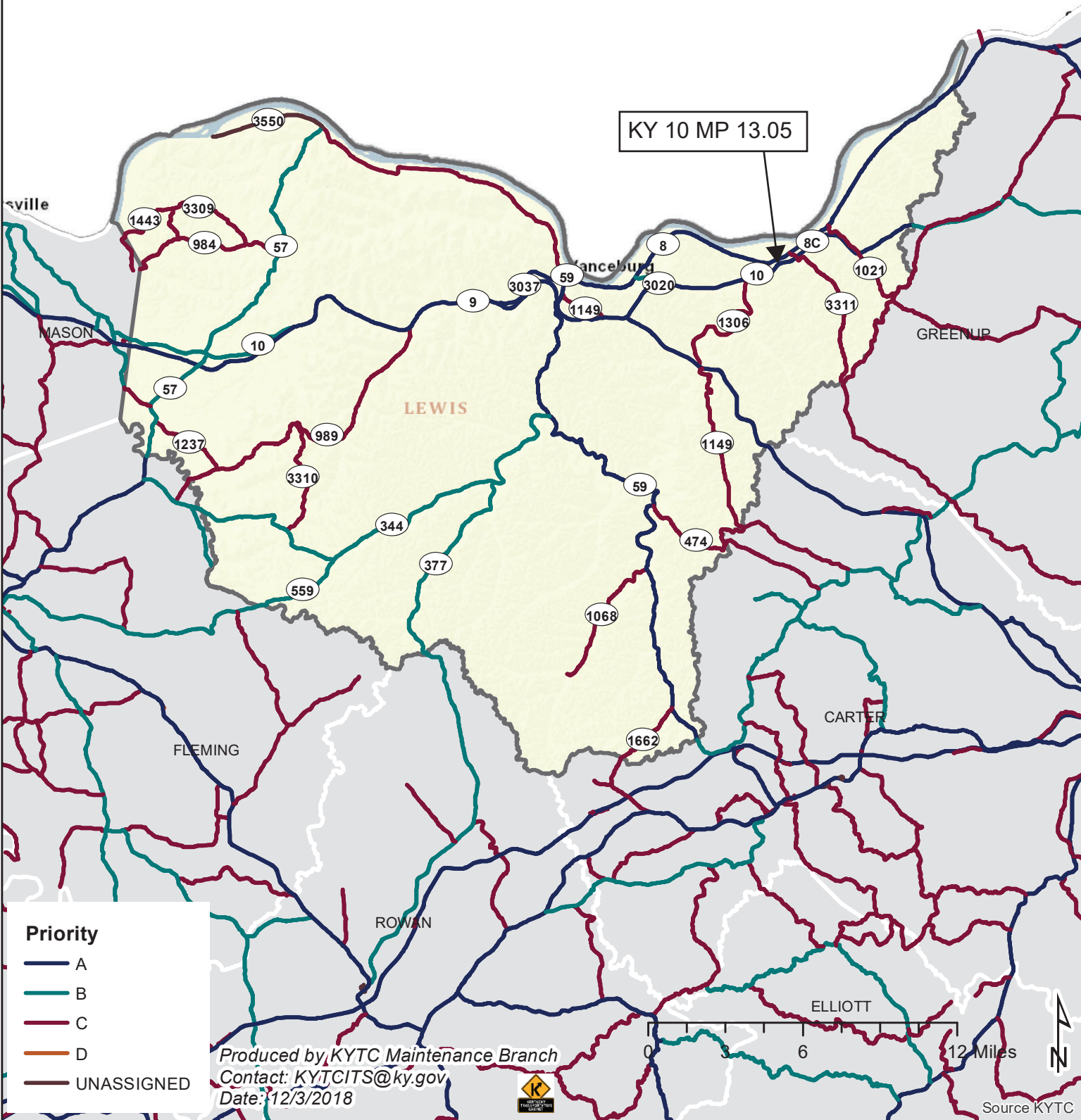
## **V. Basis of Payment**

See Sections 212.05 and 213.05.

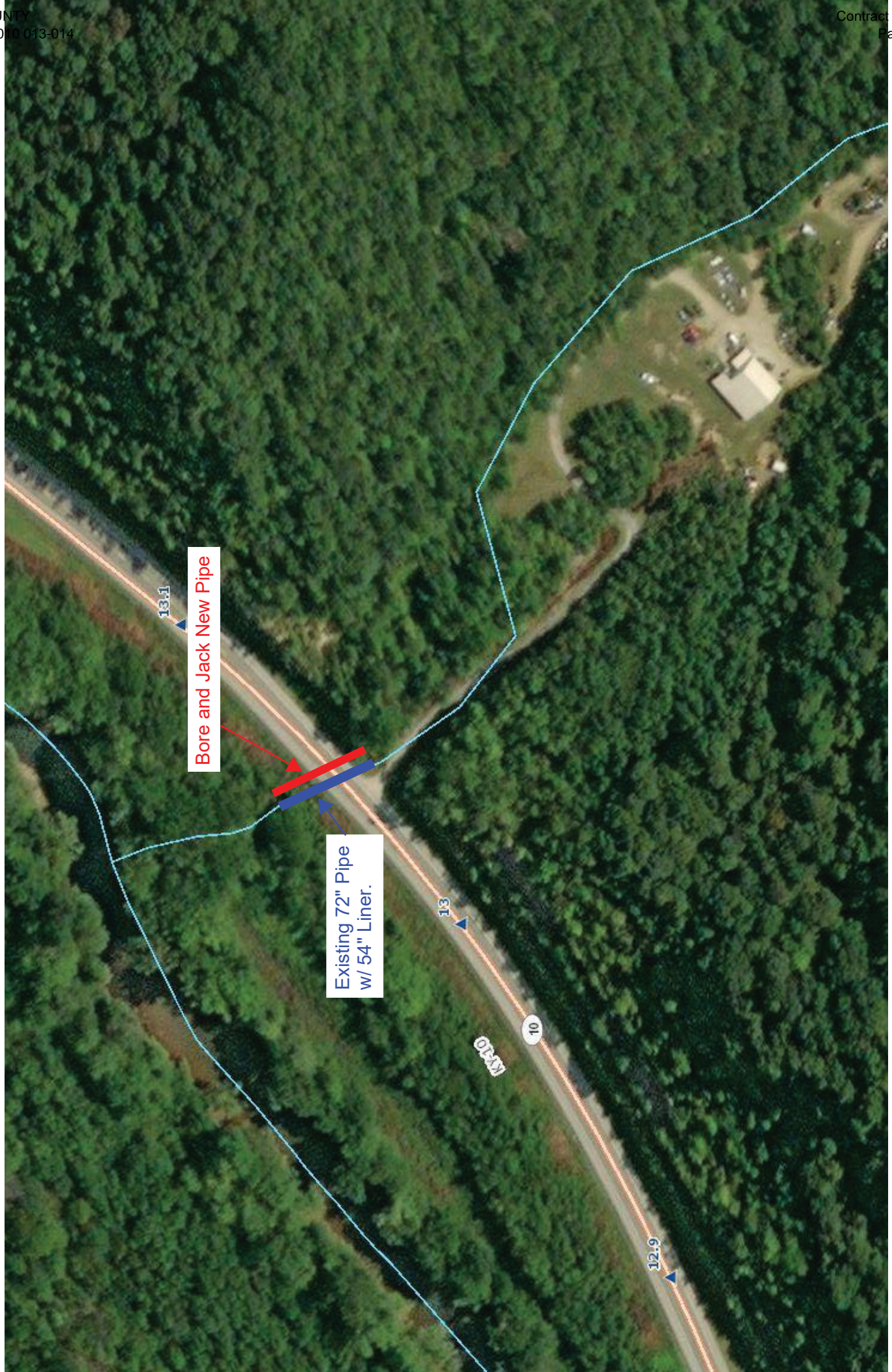


# SNOW AND ICE PRIORITY

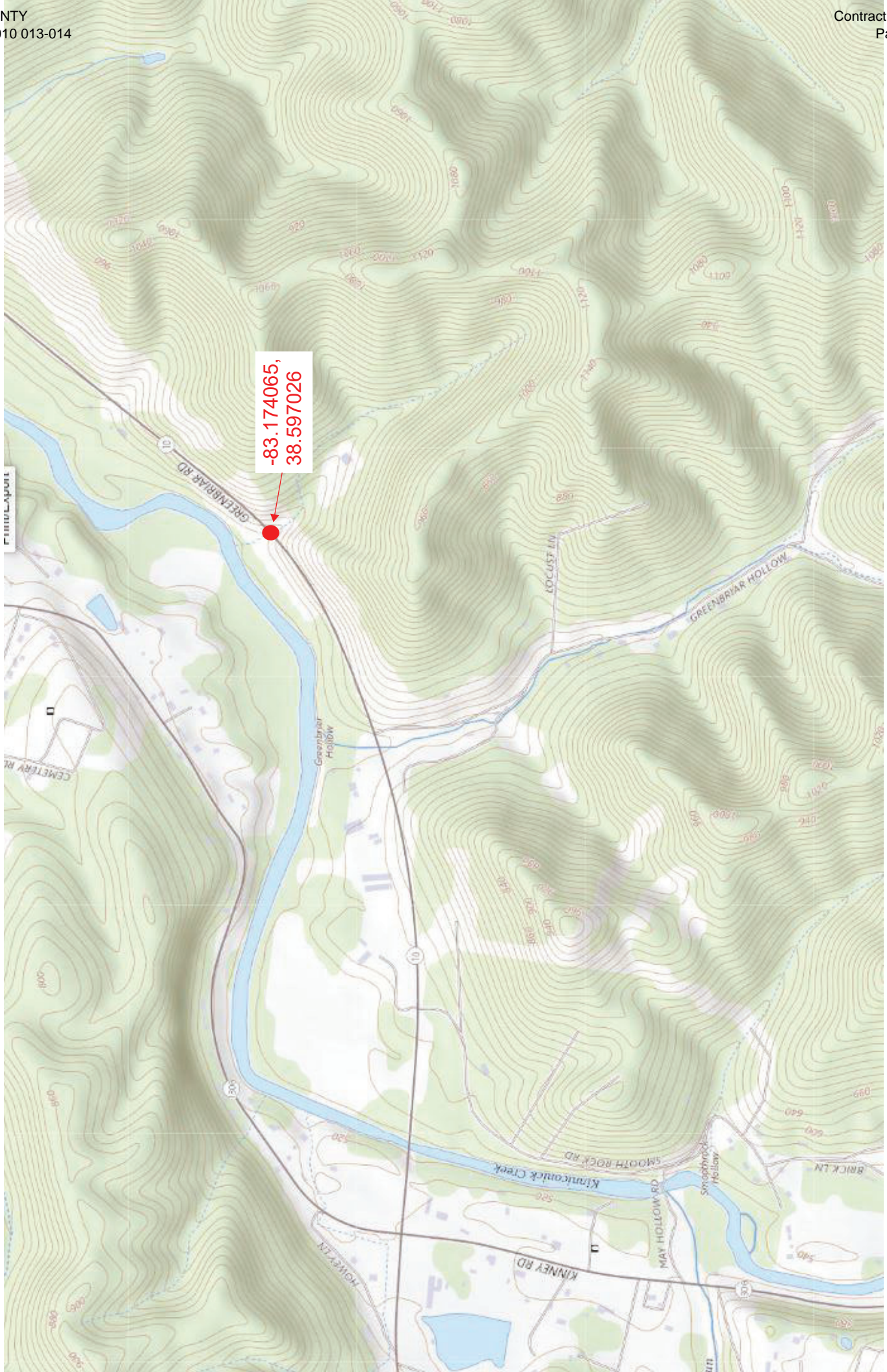
## LEWIS













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**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 2019* and *Standard Drawings, Edition of 2020*.



## **SUPPLEMENTAL SPECIFICATIONS**

The contractor shall use the Supplemental Specifications that are effective at the time of letting.  
The Supplemental Specifications can be found at the following link:

<http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>



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**SPECIAL NOTE FOR CHANNEL CHANGE  
EROSION CONTROL BLANKET**

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

**1.0 DESCRIPTION.** This specification covers erosion control blankets used for channel changes.

**2.0 MATERIALS.**

**2.1 Erosion Control Blanket.** Use a woven blanket made of 100 percent machine spun bristle coir fiber. Ensure the nominal thickness is at least 0.30 inches. Ensure the blanket’s nominal weight is at least 11.8 ounces per square yard. Ensure the nominal open area of the blanket does not exceed 65 percent.

**2.2 Staples.** Use steel wire U-shaped staples with a minimum diameter of 0.148 inches (9 gauge), a minimum width of one inch, and a minimum length of 6 inches. Use a heavier gauge when working in rocky or clay soils and longer lengths in sandy soils.

**3.0 CONSTRUCTION.** Prepare the bed by loosening the soil to a depth of 2 to 3 inches. Apply fertilizer, limestone, and seed at the permanent seeding rate. Cover with the erosion control blanket. Roll out the blanket in the direction of the anticipated channel flow. Anchor the blanket at the top, toe, and edges of channels on a one-foot spacing as the “Anchoring Edges and Ends” figure shows. Secure the blanket by stapling as the “Stapling Pattern” figure shows. At seams, overlap the blanket as the “Seam Overlaps” figure shows. Ensure staples are fully driven and snug against the blanket. If staples are bending, use a heavier gauge staple. Rework areas that become unstable or do not establish vegetation.

**4.0 MEASUREMENT.** The Department will measure the quantity of Erosion Control Blanket by the square yard of surface covered. The Department will not measure preparation of the bed or seeding for payment and will consider them incidental to the Erosion Control Blanket. The Department will not measure any reworking of slopes or channels for payment as it is considered corrective work and incidental to the Erosion Control Blanket.

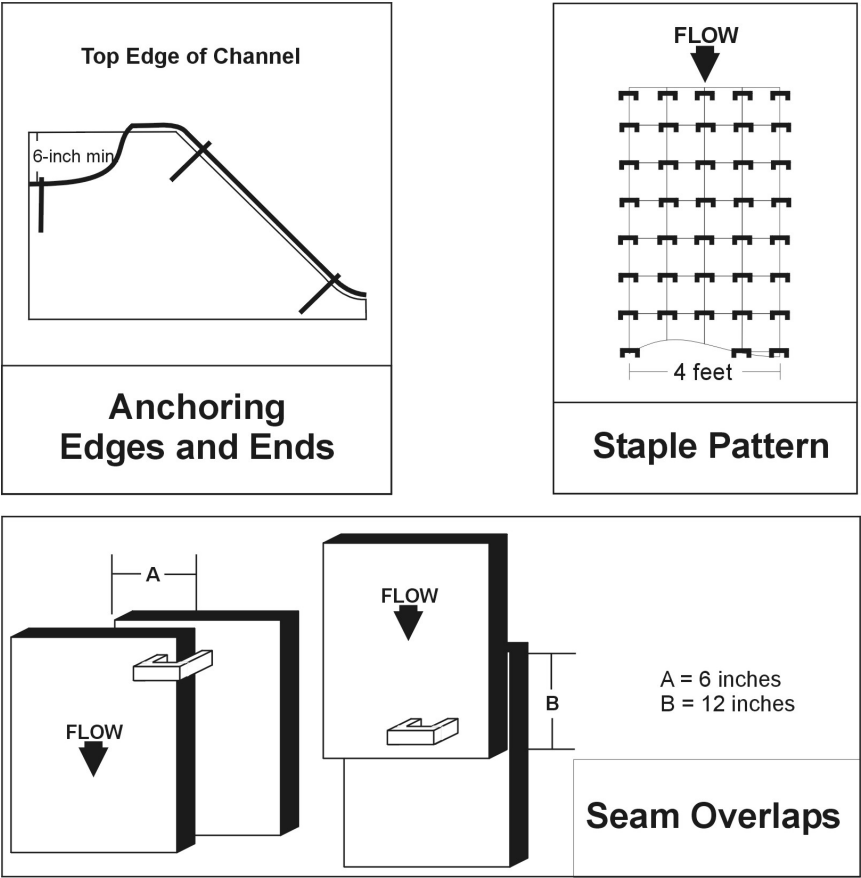
**5.0 PAYMENT.** The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
----	Channel Change Erosion Control Blanket	Square Yard

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



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June 15, 2012



2020 KENTUCKY STANDARD DRAWINGS

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MISCELLANEOUS STANDARDS .....	RGX-001-06
DETECTABLE WARNINGS .....	RGX-040-03
LANE CLOSURE TWO-LANE HIGHWAY .....	TTC-100-05
SHOULDER CLOSURE .....	TTC-135-03
PAVEMENT CONDITION WARNING SIGNS .....	TTD-125-06
CHANNEL LINING CLASS II AND III .....	RDD-040-05
<u>PIPE AND BOX CULVERT AND HEADWALLS</u>	
FOR ALL PIPE AND BOX CULVERT HEADWALLS (RDH SERIES) SEE HEADWALL SUPPLEMENT	
EROSION CONTROL BLANKET SLOPE INSTALLATION .....	RDI-040-01
EROSION CONTROL BLANKET CHANNEL INSTALLATION .....	RDI-041-01



## **PART III**

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



**TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

**LABOR AND WAGE REQUIREMENTS  
APPLICABLE TO OTHER THAN FEDERAL-AID SYSTEM PROJECTS**

- I. Application
- II. Nondiscrimination of Employees (KRS 344)

**I. APPLICATION**

1. These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piecework, station work or by subcontract. The contractor's organization shall be construed to include only workmen employed and paid directly by the contractor and equipment owned or rented by him, with or without operators.

2. The contractor shall insert in each of his subcontracts all of the stipulations contained in these Required Provisions and such other stipulations as may be required.

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

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 forty (40) and over, 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: January 25, 2017

**II. NONDISCRIMINATION OF EMPLOYEES**

**AN ACT OF THE KENTUCKY  
GENERAL ASSEMBLY TO PREVENT  
DISCRIMINATION IN EMPLOYMENT  
KRS CHAPTER 344  
EFFECTIVE JUNE 16, 1972**

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

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (forty and above); 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 forty (40) and over. 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, or age forty (40) and over, or because the person is a qualified individual with a disability, except that such a notice or advertisement may indicate a preference, limitation, or specification based on religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, when religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, is a bona fide occupational qualification for employment.



## 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 (7) provides:

No present or former public servant shall, within six (6) months 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, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of 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, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his tenure 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, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

KRS 11A.040 (9) states:

A former public servant shall not represent a person or business before a state agency in a matter in which the former public servant was directly involved during the last thirty-six (36) months of his tenure, 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, 1025 Capital Center Drive, Suite 104, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: May 23, 2022



### **Kentucky Equal Employment Opportunity Act of 1978**

The requirements of the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) shall apply to this Contract. The apparent low Bidder will be required to submit EEO forms to the Division of Construction Procurement, which will then forward to the Finance and Administration Cabinet for review and approval. No award will become effective until all forms are submitted and EEO/CC has certified compliance. The required EEO forms are as follows:

- EEO-1: Employer Information Report
- Affidavit of Intent to Comply
- Employee Data Sheet
- Subcontractor Report

These forms are available on the Finance and Administration's web page under ***Vendor Information, Standard Attachments and General Terms*** at the following address:  
**<https://www.eProcurement.ky.gov>**.

Bidders currently certified as being in compliance by the Finance and Administration Cabinet may submit a copy of their approval letter in lieu of the referenced EEO forms.

For questions or assistance please contact the Finance and Administration Cabinet by email at **[finance.contractcompliance@ky.gov](mailto:finance.contractcompliance@ky.gov)** or by phone at 502-564-2874.



# EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## FEDERAL MINIMUM WAGE

# \$7.25

 PER HOUR

BEGINNING JULY 24, 2009

### OVERTIME PAY

At least  $1\frac{1}{2}$  times your regular rate of pay for all hours worked over 40 in a workweek.

### CHILD LABOR

An employee must be at least **16** years old to work in most non-farm jobs and at least **18** to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

#### *No more than*

- **3** hours on a school day or **18** hours in a school week;
- **8** hours on a non-school day or **40** hours in a non-school week.

Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.

### TIP CREDIT

Employers of "tipped employees" must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

### ENFORCEMENT

The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to \$1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to \$11,000 for each employee who is the subject of a violation of the Act's child labor provisions. In addition, a civil money penalty of up to \$50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to \$100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

### ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

For additional information:



# 1-866-4-USWAGE

(1-866-487-9243)

TTY: 1-877-889-5627



# WWW.WAGEHOUR.DOL.GOV



## **PART IV**

## **INSURANCE**

Refer to  
*Kentucky Standard Specifications for Road and Bridge Construction,*  
current edition



# **PART V**

## **BID ITEMS**



Section: 0001 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00471		CULVERT PIPE-54 IN	120.00	LF		\$	
0020	02383		REMOVE & RESET GUARDRAIL	100.00	LF		\$	
0030	02484		CHANNEL LINING CLASS III	100.00	TON		\$	
0040	02562		TEMPORARY SIGNS	230.00	SQFT		\$	
0050	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0060	02690		SAFELOADING	70.00	CUYD		\$	
0070	05950		EROSION CONTROL BLANKET	3,000.00	SQYD		\$	
0080	21945EN		GROUT	20.00	LF		\$	
0090	24026EC		PIPE CULVERT HEADWALL-54 IN	2.00	EACH		\$	
0100	26181EC		BORE AND JACK PIPE-60 IN	120.00	LF		\$	
0110	40030		TEMPORARY SILT FENCE	300.00	LF		\$	

Section: 0002 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0120	02569		DEMOBILIZATION	1.00	LS		\$	