



CALL NO. 379

CONTRACT ID. 232181

BARREN COUNTY

FED/STATE PROJECT NUMBER FE01 005 031E 014-015

DESCRIPTION S. L. ROGER WELLS BLVD. (US 31E)

WORK TYPE PIPE REPLACEMENT

PRIMARY COMPLETION DATE 6/30/2023

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.

TABLE OF CONTENTS

| | |
|----------|---|
| PART I | SCOPE OF WORK <ul style="list-style-type: none">PROJECT(S), COMPLETION DATE(S), & LIQUIDATED DAMAGESCONTRACT NOTESSTATE CONTRACT NOTESSPECIAL NOTE(S) APPLICABLE TO PROJECTWASTE AND BORROW SITESGUARDRAILSIDEWALK RAMPS & DETECTABLE WARNINGSEROSION CONTROL PLAN FOR MAINTENANCE PROJECTSSKETCH MAP(S)SUMMARY SHEET(S)DETAIL SHEET(S) |
| PART II | SPECIFICATIONS AND STANDARD DRAWINGS <ul style="list-style-type: none">SPECIFICATIONS REFERENCESUPPLEMENTAL SPECIFICATION2020 STANDARD DRAWINGS THAT APPLY |
| PART III | EMPLOYMENT, WAGE AND RECORD REQUIREMENTS <ul style="list-style-type: none">LABOR AND WAGE REQUIREMENTSEXECUTIVE BRANCH CODE OF ETHICSKENTUCKY EQUAL EMPLOYMENT OPPORTUNITY ACT OF 1978 LOCALITY / STATEPROJECT WAGE RATES / STATE FUNDED |
| PART IV | INSURANCE |
| PART V | BID ITEMS |

PART I

SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 03

CONTRACT ID - 232181
FE01 005 031E 014-015
COUNTY - BARREN
PCN - MP005031E2301
FE01 005 031E 014-015

S. L. ROGER WELLS BLVD. (US 31E) (MP 14.220) FROM 200 FEET SOUTH OF THE INTERSECTION WITH US 68X
EXTENDING NORTH TO 200 FEET NORTH OF THE INTERSECTION WITH US 68X (MP 14.296), A DISTANCE OF
0.07 MILES.PIPE REPLACEMENT
GEOGRAPHIC COORDINATES LATITUDE 37:00:04.11 LONGITUDE 85:55:35.95
ADT 18,932

COMPLETION DATE(S):
COMPLETED BY 06/30/2023 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) 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. The Department will attempt to answer all submitted questions. The Department reserves the right not to answer if the question is not pertinent or does not aid in clarifying the project intent.

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

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

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 CULVERT PIPE

I. DESCRIPTION

Except as specified herein, perform all work in accordance with the Department's 2019 Standard Specifications and current Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings. Section references are to the Standard Specifications. This work shall consist of:

(1) Site preparation and erosion control; (2) Constructing Culvert Pipe; (3) Backfill; (4) Restore pavement, curbs, and fences, if applicable; (5) Final dressing, cleanup, and seeding; (6) Maintaining and controlling traffic; and (7) 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. Maintain and Control Traffic according to the 2009 Edition of the Manual on Uniform Traffic Control Devices.

B. Backfill. Culvert pipe backfill shall be in accordance with Section 701.

III. CONSTRUCTION METHODS

A. Maintain and Control Traffic. It is not anticipated that traffic control will be required for the completion of this work. Should operations require maintaining and controlling traffic, perform all operations in accordance with the MUTCD and as directed by the Engineer.

B. Site Preparation. Be responsible for all site preparation, including, but not limited to: all clearing and grubbing, removal of obstructions or any other items; excavation; structure excavation, removal of existing structures, foundation preparation and bedding, backfilling; waste and disposal of materials and debris; cleaning inlet and outlet ditches; and slope restoration, cleanup and final dressing. All site preparation shall be only as approved or directed by the Engineer.

C. Excavation. Excavate trench as directed or approved by the Engineer without disturbing existing underground utilities. Be responsible for all excavation (common, roadway, structure, solid rock, and unclassified) required for removing existing culvert pipe and all other excavation required for construction. Excavate rock in channel as required to allow for construction of foundation and construction of any inlet boxes.

Provide positive drainage of slopes and ditches at all times during and upon completion of construction. Waste all removed materials not incorporated into the work at sites off the right of way obtained by the Contractor at no additional cost to the Department (see Special Note for Waste and Borrow). Perform all excavation and removal of obstructions only as approved or directed by the Engineer.

D. Culvert Pipe and Foundation Preparation. Construct culvert pipes according to the Drainage Structure Replacement Schedule. 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. Incorporate new pipe outlet into existing DBI. Prior to backfilling pipe, obtain the Engineer's approval of the pipe installation. Provide Positive drainage upon completion of pipe installation.

E. Backfilling. Backfill trench around the pipe according to Section 701.

Where it may become necessary, and only in the most extraordinary situation, to maintain one lane of traffic or leave open trenches at night, the Contractor shall strictly adhere to all nighttime traffic control regulations per MUTCD. Access to all local business shall be maintained at all times.

F. Final Dressing, Clean Up, and Seeding and Protection. After all work is completed, completely remove debris from the construction site. Perform Final Dressing on all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with Seed Mix Type I. Top-Dressing will not be required.

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

H. Property Damage and Restoration. The Contractor shall 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 at no additional cost to the Department.

I. 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 resulting from site conditions.

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

L. Right-of-Way Limits. The Department has not determined exact limits of 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.

M. Utility Clearance. Work around and do not disturb existing utilities. Existing utilities will be encountered. It is not anticipated that any utility facilities will require relocation and/or adjustment; however, the contractor shall work concurrently with the utility companies to complete the work as described.

IV. METHOD OF MEASUREMENT

Only the items listed in Section V. will be measured for payment. All other items required to complete the work according to the Drawings, Specifications, these notes, and as directed by the Engineer shall be incidental to the applicable listed items.

A. Maintain and Control Traffic.

B. Site Preparation.

C. Erosion Control. The Department will not measure Erosion Control for separate payment, but shall be incidental to Site Preparation.

D. Restoration, Final Dressing, Clean Up, and Seeding and Protection. The Department will not measure Restoration, Final Dressing, clean up, and Seeding and Protection for separate payment, but shall be incidental to Site Preparation.

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.

B. Culvert Pipe. Accept payment at the contract unit price per linear foot as full compensation for all materials, equipment, labor and incidentals necessary to complete the work as specified in these notes and the Standard Specifications for removing existing pipe, furnishing and installing the Culvert Pipe and backfilling the Culvert Pipe.

C. Site Preparation. Accept payment at the contract LS price as full compensation for all materials, equipment, labor and incidentals to complete the work as specified in these notes, by the Engineer, and the Standard Specifications.



KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF MAINTENANCE
CONSENT & RELEASE

TC 71-14
Rev. 03/2019
Page 1 of 1

SECTION 1: LOCATION INFORMATION

| | | |
|--|-----------------------------|-------------------------------|
| COUNTY Barren | ROUTE # US-31E | MILE POINT 14.258 |
| ROAD NAME S L Roger Wells Blvd | LATITUDE 37.00196 | LONGITUDE -85.92680 |

SECTION 2: PROPERTY OWNER INFORMATION

| | | | |
|--|------------------------|--------------------------------|---------------------|
| FIRST NAME Limestone Bank - Hugh England | LAST NAME | PHONE # 270-651-3543 | |
| ADDRESS 1006 W Main St | CITY Glasgow | STATE KY | ZIP 42141 |

SECTION 3: AGREEMENT

WHEREAS, the Transportation Cabinet, Commonwealth of Kentucky, in order to protect Highway No. US-31E finds it necessary to do the following work:

Access the property of Limestone Bank to repair an existing cross drain which exists under the intersection of US-31E & US-68X and outlets to a drainage box off of ROW. Property is to be restored to its original condition once the work has been completed.

The work will be done on the land of the property owner listed in Section 2.

NOW, THEREFORE, in consideration of the above and the incidental benefits accruing to the property, I hereby consent and agree that the Transportation Cabinet may come upon the above property and do the work as set out above, and do further agree that I will assert no claim for damages against the Transportation Cabinet by reason of said work, but by these presents shall be forever barred.

Limestone Bank
By: Kevin Eskew, Vice President

PROPERTY OWNER (print)

Kevin Eskew

PROPERTY OWNER SIGNATURE

02/07/2023

DATE

Blake Williams

WITNESS (print)
CITY SUPERINTENDENT/
DESIGNATED REPRESENTATIVE

[Signature]

WITNESS SIGNATURE
CITY SUPERINTENDENT/
DESIGNATED REPRESENTATIVE

2/10/23

DATE

Joseph Plunk

CHIEF DISTRICT ENGINEER (print)

Joseph Plunk

CHIEF DISTRICT ENGINEER SIGNATURE

2-10-2023

DATE

SPECIAL NOTES FOR GUARDRAIL

I. DESCRIPTION

All work shall be performed in accordance with the Department's current Standard Specifications and applicable Special Provisions except as hereafter specified. Article references are to the Standard Specifications.

This work shall consist furnishing all equipment, labor, materials, and incidentals for the following: (1) Site Preparation; (2) Do temporary erosion control, temporary pollution control, seeding and protection, and clean up; (3) Remove existing guardrail systems; (4) Resetting and installing guardrail systems (5) Maintaining and control traffic; and (6) all other work specified in the Contract.

II. MATERIALS

All materials shall be sampled and tested in accordance with the Department's Sampling Manual and the materials shall be 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. Seeding and Protection.** Use Seed Mixture No. 1.
- C. Guardrail Posts.** Steel Guardrail posts are required. No alternate is allowed.
- D. Delineators for Guardrail.** Furnish bi-directional 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.** Prepare the shoulder for the guardrail installation, which includes regrading, reshaping, adding and compacting of suitable materials on the existing shoulders to provide proper template or foundation for the guardrail and guardrail end treatments; filling voids left as the result of removing existing guardrail and guard posts with dry sand; removal of all obstructions or any other items; excavation and embankment; temporary pollution and erosion control; disposal, of waste materials; final dressing and cleanup; and seeding and protection. Guardrail templates or foundations for guardrail end treatments shall be constructed in accordance with the applicable standard drawings. Any variations in the template due to site conditions shall be approved by the engineer. All site preparation shall be approved or directed by the engineer.

C. Remove and Reset Guardrail system, including Concrete Posts and Existing Guardrail End Treatments. 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.

Dispose of all existing concrete off the right of way at locations approved by the Engineer. Salvage existing material as per Section 719.03.06, except that salvaged guardrail and guardrail end treatments shall be reused and reset in locations designated by the Engineer. Remove any existing guardrail with a lane closure in place. Do not leave the area unprotected. After the guardrail is removed, a shoulder closure shall remain in place until the guardrail is replaced in that area.

Reset and install guardrail systems as per Section 719. Steel guardrail posts are required. No alternate is allowed. The shoulder width shall be a minimum of 2 Ft unless otherwise directed by the Engineer. Grade slopes and shoulders as per applicable guardrail standard drawings. Guardrail locations shown on summary and/or drawing are approximate only. The Engineer will determine the exact termini for guardrail installations at time of construction. Construct radii at entrances and road intersections as per applicable Standard Drawings.

The guardrail shall be erected to the lines and grades shown on current standard drawings or as designated by the Engineer. Unless otherwise directed, the guardrail shall be constructed 2'-5" above true theoretical shoulder elevations, or by any method approved by the Engineer which allows the construction of the guardrail to the true grade and prevents apparent sags.

When installing guardrail the blunt end shall NOT be left exposed where it would be hazardous to the public. When it is not practical to complete the construction of the rail or the permanent end treatments first, the Engineer may require 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, a drum with bridge panel as detailed on Standard Drawings for Miscellaneous Traffic Control Devices shall be placed in advance of the guardrail end and maintained during use. The cost of the temporary end, including the barrier and panel, shall be included in the unit price for Remove and Reset Guardrail.

D. Property Damage. The Contractor will be responsible for all damage to public and/or private property resulting from his work.

E. Coordination with Utility Companies. NOTICE: Utility locations are not shown in the proposal for this project and have not been located by the Department. Locate all underground, above ground and overhead utilities prior to beginning construction. The Contractor shall have the responsibility 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. The Contractor shall be responsible for repairing all utility damage that occurs as a result of his operations.

F. Right of Way Limits. The exact limits of the Right-of-Way have not been established by the Department. The Contractor shall limit his 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. The Contractor shall be responsible for all encroachments onto private lands.

G. 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.

H. Final Dressing, Seeding and Protection, and Clean Up. Apply final dressing, class A to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with Seed Mixture No. 1. The Department will NOT make direct payment for final dressing, seeding and protection, and clean up.

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 Remove and Reset Guardrail.

C. Remove and Reset Guardrail. The Department will measure the quantity in Linear Feet.

D. Remove and Reset Guardrail End Treatment. The Department will measure the quantity as Each.

E. Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, Waste Disposal. The Department will NOT MEASURE for payment the operations shown here. These include Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, and Waste Disposal. These activities shall be incidental to the bid item Remove and Reset Guardrail.

V. BASIS OF PAYMENT

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

B. Site Preparation. Site preparation will be measured for payment as a lump sum for each

project as included in the summary of items. Site preparation shall include all labor, equipment, and materials required for the contractor to fulfill the requirements set forth in construction methods portion of this note.

C. Remove and Reset Guardrail. The Department will make payment for the completed and accepted quantities of Remove and Reset Guardrail. The Department will consider payment as full compensation for furnishing all materials, equipment, labor, other expenses and all incidentals necessary to complete this work to remove and reset the Guardrail.

D. Remove and Reset Guardrail End Treatment. The Department will make payment for the completed and accepted quantities of Remove and Reset End Treatment. The Department will consider payment as full compensation for furnishing all materials, equipment, labor, other expenses and all incidentals necessary to complete this work to remove and reset the Guardrail End Treatment.

E. Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, Waste Disposal. The Department will NOT pay as per applicable sections for the following operations: Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, and Waste Disposal. These activities shall be incidental to the bid item "Remove and Reset Guardrail."

SPECIAL NOTE FOR FOLD AND FORM PVC PIPE LINERS PIPE REHABILITATION BY THERMOFORMED (FOLD AND FORM) PIPE METHOD

DESCRIPTION OF WORK

The work specified under this section provides for the rehabilitation of an existing culvert pipe using PVC Fold and Form trenchless technology. The process consists of installing a thermoformed PVC pipe liner inside an existing culvert (Host Pipe) from inlet to outlet as described in the following sections. When installed the liner will be a seamless, joint-less, solid wall PVC pipe liner that tightly conformed to the interior contours of the original host pipe. The liner shall be continuous from inlet to outlet with no seams or joints. In most cases required service connections will be reconnected using closed circuit television and remotely controlled cutters.

REFERENCED DOCUMENTS

This specification references ASTM standards and other related standards, which are made a part hereof by reference and shall be the latest edition thereof.

ASTM-F1504

ASTM-E831: Coefficient of Linear Thermal Expansion

ASTM-D638: Tensile Strength and Tensile Modulus

ASTM-D790: Flexural Strength and Flexural Modulus

ASTM-D792: Specific Gravity

ASTM-D256: IZOD Impact

CONSTRUCTION

PRE-INSTALLATION

Host Pipe Preparation

The host pipe shall be inspected and cleaned prior to culvert lining. Any cleaning or clearing of pipes shall be included in the item "Ditching and Shouldering" or "Clean Pipe Structure".

Prior to inserting the PVC liner, each pipe should be inspected to verify any connecting pipes and also to determine if additional work will be needed to prepare the host pipe for the PVC liner. Any work necessary to prepare the host pipe shall be incidental to PVC pipe liners.

LINER INSTALLATION

Pre Heating

Prior to insertion of the liner into the host pipe the Contractor shall pre-heat the liner in the manner prescribed by the manufacturer's installation instructions. The heated liner must be pliable enough to be pulled into the host pipe with as little resistance as possible.

Pipe Liner Insertion

The liner pipe shall be inserted into the culvert through existing catch basins or culvert inlet or outlets. Insertion of the liner into the host pipe will be accomplished by pulling the liner into the host pipe according to the manufacturer's recommendations.

Stress Relief

After the liner has been inserted into the host pipe, the Contractor shall relieve any stress imparted to the liner during the insertion in a manner prescribed in the manufacturer's installation instructions.

Processing

The Contractor shall supply suitable heat source equipment. The equipment shall be capable of delivering steam through the lining section to uniformly raise the temperature of the PVC material to effect forming of the liner pipe.

Suitable monitors shall be installed to gauge steam temperatures and temperatures at the input and exhaust ends of the liner. Steam monitoring methods and forming period shall be recommended by the liner manufacturer.

After forming the liner shall be cooled using compressed air or a mixture of compressed air and water. Cooling shall be deemed complete when the temperature of the exhaust air or air water mixture has remained constantly below 110°F for a minimum of 20 minutes.

Pipe Liner Trimming

After installation the ends of the PVC liner shall be cut off and the ends folded over the host pipe or pressed flush against the headwall.

Connecting pipes

The exact number and location of pipe connections shall be determined from the pre-lining inspection. It shall be the Contractor's responsibility to accurately locate all existing pipe connections. The Contractor shall reconnect all pipe connections to the pipe liner.

All existing service connections shall be reinstated by remotely controlled robotic device or other methods approved by the Engineer.

Pipe reconnections shall be smooth and circular in nature. The opening shall be smooth and conform to the inside shape and size of the original connection. Trial cuts should be repaired per the pipe liner manufacturer's recommendations not be at no cost to the Department.

DEFECT REPAIR OR REPLACEMENT

Any defects, which in the judgment of the Department and the pipe liner manufacturer that will affect the integrity or strength of the liner, shall be repaired or the pipe liner replaced at the Contractor's expense per the pipe liner manufacturers recommendations. All repairs or replacement of defective work shall be completed to the full satisfaction of the Department.

PAYMENT

Payment for the work included in this section will be paid by the linear foot of pipe lined. Work incidental to the lining process such as, by-pass pumping, traffic control, pipe preparation, and other activities necessary to line the pipe shall not be paid for directly but shall be considered incidental.

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

SPECIAL NOTES FOR GUARDRAIL

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, 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 and Sepia Drawings; except use steel posts only, no alternates.

C. Delineators for Guardrail. Delineators for Guardrail. Furnish Delineators for Guardrail according to the Sepia Drawings.

D. Erosion Control. See Special Notes for Erosion Control.

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 according to 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 at sites obtained by the Contractor at no additional cost to the Department. 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

Guardrail

Page 2 of 3

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 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 and Sepia 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 and Sepia 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. Support cantilevered terminal sections with an additional post.

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. Install delineators for guardrail according to the Standard and Sepia Drawings.

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,

Guardrail
Page 3 of 3

and work areas secured by the Department through consent and release of the adjacent property owners. Be responsible for all encroachments onto private lands.

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 according to the Special Notes for Erosion Control.

J. Erosion Control. See Special Notes for Erosion Control.

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 the Sepia Drawing.

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

V. BASIS OF PAYMENT

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

B. Guardrail. See Section 719.05.

C. Delineators for Guardrail. See the Sepia Drawing.

D. Erosion Control. See Special Notes for Erosion Control.

SPECIAL NOTE FOR SIDEWALK RAMPS & DETECTABLE WARNINGS

GENERAL

Unless otherwise stated in the contract, or as directed by or with prior approval from the Engineer, construct Sidewalk Ramps and Detectable Warnings in accordance with Sections 505 and 720; Supplemental Specifications; Standard Drawings RGX-040-03, RPM-150-08, RPM-152-08, RPM-170-09, and RPM-172-07; current editions, as applicable. In lieu of the Detectable Warnings shown on Standard Drawing RGX-040-03, the Department will also allow the use of any Detectable Warnings listed as Phase XI on the [Kentucky Product Evaluation List](http://www.ktc.uky.edu/kytc/kypel/allevvaluations.php) (<http://www.ktc.uky.edu/kytc/kypel/allevvaluations.php>). For Detectable Warnings as shown on Standard Drawing RGX-040-03, saw cut existing sidewalks, curb and gutter, and pavement, if present, as shown on the detail and reconstruct sidewalk ramps with detectable warnings as directed or approved by the Engineer. For Detectable Warnings from the Kentucky Product Evaluation List, install according to the manufacturer's recommendations. Unless specified otherwise in the Contract, construct sidewalk with 4" nominal minimum required thickness; however, if the existing sidewalk thickness is found to be greater or less than the thickness specified, transition the thickness as directed by the Engineer.

Except as required by the work, do not disturb drainage pipe, catch basins, and other roadway features, appurtenances and installations. Restore any roadway features, appurtenances, and installations damaged by the work in like kind materials and design at no additional cost to the Department. Dispose of all waste off the right of way at sites obtained by the Contractor at no additional cost to the Department (see Special Note for Waste and Borrow).

MEASUREMENT & PAYMENT

SIDEWALK RAMPS – The Department will measure Sidewalk Ramps in accordance with Section 505.04.01 and Standard Drawing RPM-170-09, current editions; however, contrary to Sections 505.04.05 and 505.04.06, the Department will not measure Roadway Excavation or Embankment in Place, but shall be incidental to the Sidewalk. Accept payment at the Contract unit price per square yard as full compensation for all labor, materials, equipment, and incidentals required for removal and disposal of existing sidewalk and curb and gutter, excavation and embankment, construction of the sidewalk ramps, reconstruction of the adjacent curb and/or sidewalk as necessary to install the sidewalk ramps, and restoration of disturbed features in accordance with these notes or as directed by the Engineer.

DETECTABLE WARNINGS – The Department will measure Detectable Warnings in accordance with Section 505.04.04 and Standard Drawings RGX-040-03 and RPM-170-09, current editions. The Department will make payment according to Section 505.05.

HANDRAIL – The Department will measure and make payment for Handrail in accordance with Section 720.05 and Standard Drawing RPM-172-07, current editions.

SPECIAL NOTE FOR EROSION CONTROL

I. DESCRIPTION

Perform all erosion and water pollution control work in accordance with the Department's Standard Specifications current edition, 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.

Erosion Control
Page 3 of 4

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

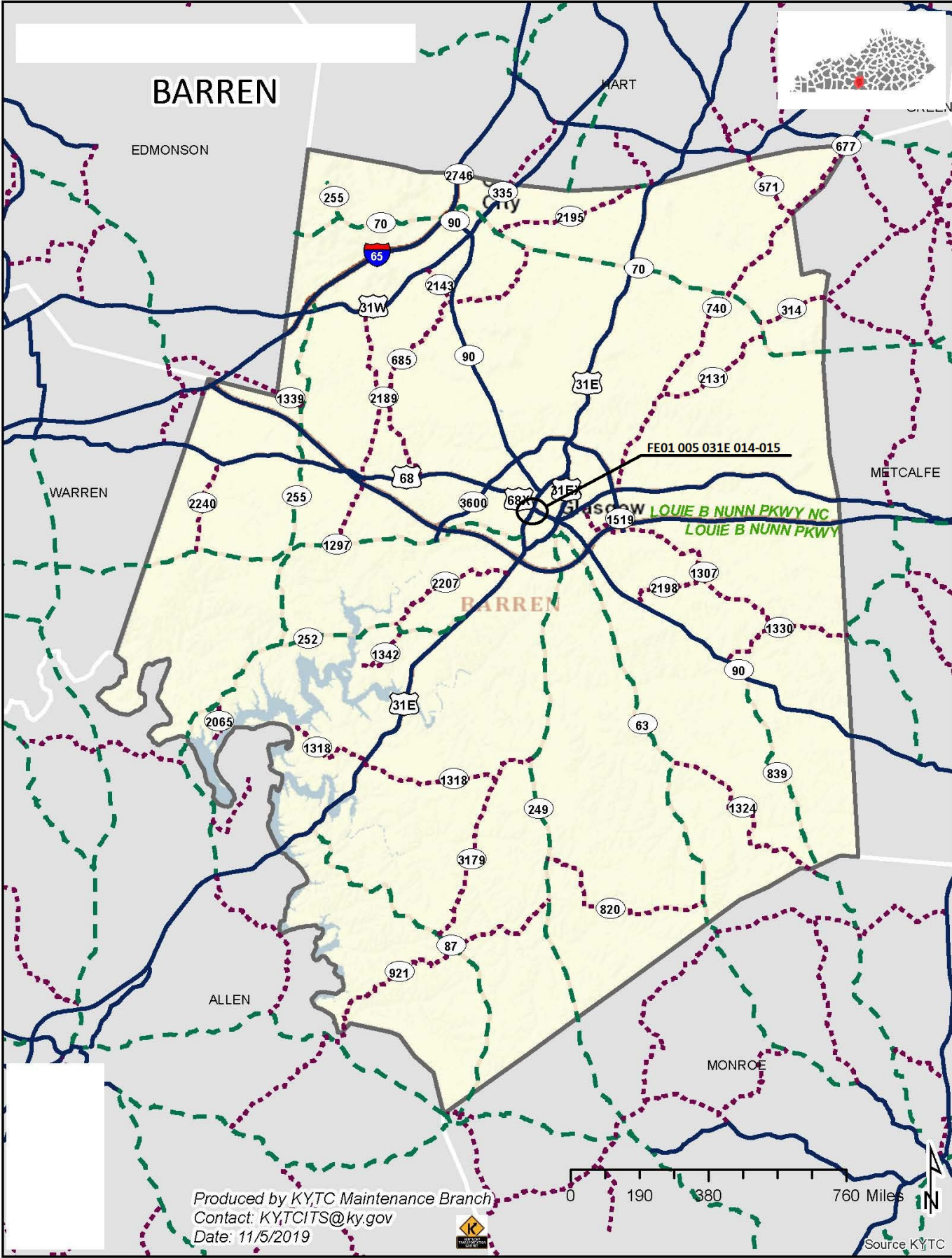
Erosion Control Blanket. If not listed as a bid item, but required by the BMP, the Department will pay for Erosion Control Blankets as Extra Work according to Sections 104.03 and 109.04.

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

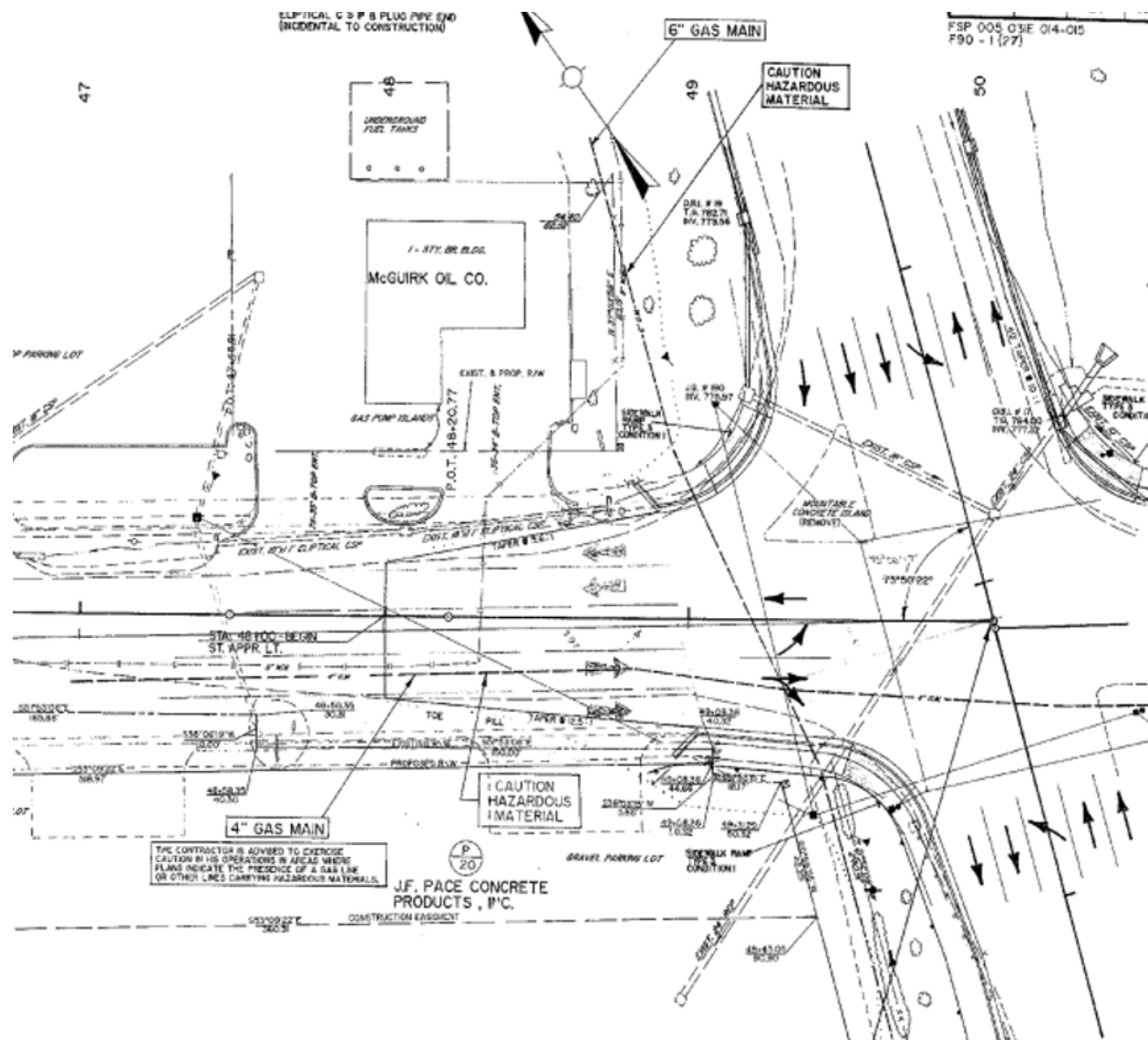
Erosion Control. Contrary to Sections 212.05 and 213.05, other than Erosion Control Blanket, Sodding, and Channel Lining, payment at the Contract lump sum price for Erosion Control, shall be full compensation for all materials, equipment, labor and incidentals necessary to complete the erosion and water 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



| FE01 005 031E 014-015 | | | | | | | | | | | | |
|-----------------------|------------|-----------------|---------------|------------|----------|---------|------------------|-----------------|---------------|----------|--|--|
| NEW GUARDRAIL | | | | | | | REMOVE GUARDRAIL | | | | | |
| LANE | END TREAT. | BEGIN MILEPOINT | END MILEPOINT | END TREAT. | LIN FEET | REMARKS | LANE | BEGIN MILEPOINT | END MILEPOINT | LIN FEET | REMARKS | |
| | | | | | 0.0 | | SB | 14.258 | 14.258 | 37.5 | Remove and reset guardrail to access pipe. | |
| | | | | | 0.0 | | | | | 0.0 | | |
| | | | | | 0.0 | | | | | 0.0 | | |
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| Totals | | | | | | | | | | 37.5 | | |

| | |
|----------|-------|
| Type I | 0.000 |
| Type 2A | 0.000 |
| Type 3 | 0.000 |
| Type 4 | 0.000 |
| Type 7 | 0.000 |
| Terminal | 0.000 |

SITE LAYOUT



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>

2020 KENTUCKY STANDARD DRAWINGS

| | |
|---|------------|
| MISCELLANEOUS STANDARDS | RGX-001-06 |
| LANE CLOSURE TWO-LANE HIGHWAY | TTC-100-04 |
| LANE CLOSURE MULTI-LANE HIGHWAY CASE I..... | TTC-115-04 |
| LANE CLOSURE MULTI-LANE HIGHWAY CASE II | TTC-120-04 |
| SHOULDER CLOSURE | TTC-135-02 |
| PAVEMENT CONDITION WARNING SIGNS..... | TTD-125-02 |
| MOBILE OPERATION FOR PAINT STRIPING CASE I | TTS-100-02 |
| MOBILE OPERATION FOR PAINT STRIPING CASE II..... | TTS-105-02 |
| MOBILE OPERATION FOR PAINT STRIPING CASE III..... | TTS-110-02 |
| MOBILE OPERATION FOR PAINT STRIPING CASE IV | TTS-115-02 |
| CONCRETE ENTRANCE PAVEMENT AND SIDEWALK..... | RPM-150-08 |
| CONCRETE ENTRANCE PAVEMENT AND SIDEWALK..... | RPM-152-08 |
| CURB AND GUTTER, CURBS AND VALLEY GUTTER | RPM-100-11 |
| EROSION CONTROL BLANKET SLOPE INSTALLATION..... | RDI-040-01 |
| EROSION CONTROL BLANKET CHANNEL INSTALLATION..... | RDI-041-01 |
| CULVERT & STORM SEWER PIPE TYPES & COVER HEIGHTS..... | RDI-003-05 |
| CULVERT & STORM SEWER PIPE TYPES & COVER HEIGHTS..... | RDI-004-04 |
| CULVERT & STORM SEWER PIPE TYPES & COVER HEIGHTS..... | RDI-005-04 |
| CULVERT & STORM SEWER PIPE TYPES & COVER HEIGHTS..... | RDI-006-04 |
| CULVERT & STORM SEWER PIPE TYPES & COVER HEIGHTS..... | RDI-007-04 |
| CULVERT & STORM SEWER PIPE TYPES & COVER HEIGHTS..... | RDI-008-04 |
| CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS..... | RDI-011-03 |
| CULVERT & STORM SEWER PIPE TYPES & COVER HEIGHTS..... | RDI-012-03 |
| CONCRETE ENTRANCE PAVEMENT AND SIDEWALK..... | RPM-150-08 |
| CONCRETE ENTRANCE PAVEMENT AND SIDEWALK..... | RPM-152-08 |
| SIDEWALK RAMPS | RPM-170-09 |

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** 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 - DRAINAGE

| LINE | BID CODE | ALT | DESCRIPTION | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|------------------------------------|----------|------|-----------|----|--------|
| 0010 | 00464 | | CULVERT PIPE-24 IN | 100.00 | LF | | \$ | |
| 0020 | 02014 | | BARRICADE-TYPE III | 2.00 | EACH | | \$ | |
| 0030 | 02187 | | SITE PREPARATION | 1.00 | EACH | | \$ | |
| 0040 | 02383 | | REMOVE & RESET GUARDRAIL | 37.50 | LF | | \$ | |
| 0050 | 02562 | | TEMPORARY SIGNS | 200.00 | SQFT | | \$ | |
| 0060 | 02650 | | MAINTAIN & CONTROL TRAFFIC | 1.00 | LS | | \$ | |
| 0070 | 02720 | | SIDEWALK-4 IN CONCRETE | 15.00 | SQYD | | \$ | |
| 0080 | 23119EN | | PEDESTRIAN SAFETY FENCE | 40.00 | LF | | \$ | |
| 0090 | 24863EC | | PVC FOLD AND FORM PIPE LINER-24 IN | 240.00 | LF | | \$ | |

Section: 0002 - DEMOBILIZATION

| LINE | BID CODE | ALT | DESCRIPTION | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|----------------|----------|------|-----------|----|--------|
| 0100 | 02569 | | DEMOBILIZATION | 1.00 | LS | | \$ | |