



CALL NO. 400

CONTRACT ID. 122430

JOHNSON COUNTY

FED/STATE PROJECT NUMBER 058GR12P099-FD51

DESCRIPTION SLIDE REPAIR 2 LOCATIONS ON KY 1750 IN JOHNSON COUNTY

WORK TYPE FLOOD REPAIR FOR FEMA

PRIMARY COMPLETION DATE 11/30/2012

LETTING DATE: July 13, 2012

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME July 13, 2012. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

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

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PART I

SCOPE OF WORK

CONTRACT ID - 122430

ADMINISTRATIVE DISTRICT - 12

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - JOHNSON
058GR12P099-FD51

SLIDE REPAIR 2 LOCATIONS ON KY 1750 IN JOHNSON COUNTY

COUNTY - JOHNSON
FD51 058 1750 003-004

PES - MP05817501201

LICK CREEK (1 SITE) (KY 1750) FROM 0.198 MILES WEST OF US 23 (MP 3.782) EXTENDING EAST TO 0.187 MILES WEST OF US 23 (MP 3.793), A DISTANCE OF 0.01 MILES. FLOOD REPAIR FOR FEMA.
GEOGRAPHIC COORDINATES LATITUDE 37^46'07" LONGITUDE 82^48'26"
AVERAGE DAILY TRAFFIC - 1190 AVERAGE MAINLINE WIDTH - 20.0 FEET

COUNTY - JOHNSON
FD51 058 1750 000-001

PES - MP05817501202

LICK CREEK (2 SITES) (KY 1750) FROM 0.156 MILES EAST OF THE COUNTY LINE (MP 0.156) EXTENDING EAST TO 0.212 MILES EAST OF THE COUNTY LINE (MP 0.212), A DISTANCE OF 0.06 MILES. FLOOD REPAIR FOR FEMA.
GEOGRAPHIC COORDINATES LATITUDE 37^43'51" LONGITUDE 82^50'38"
AVERAGE DAILY TRAFFIC - 841 AVERAGE MAINLINE WIDTH - 18.0 FEET

COMPLETION DATE(S):

COMPLETION DATE - November 30, 2012
APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

SPECIAL NOTE FOR PIPE INSPECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

ACCESS TO RECORDS

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

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

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

10/18/2011

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 Expedite Bidding Program. Submittal of the Affidavit should be done along with the bid in Bid Express.

03/01/2011

ASPHALT MIXTURE

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

INCIDENTAL SURFACING

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

OPTION B

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

SPECIAL NOTES
FLOOD REPAIR PROJECT

I. DESCRIPTION

This 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 of: (1) Clear and grub, install temporary erosion control, temporary pollution control, seed and protect disturbed area, and final dress area, as needed; (2) Do necessary excavation; (3) Furnish and install railroad rails; (4) **Install wall cribbing furnished by the Department of Highways;** (5) Excavate, place geotextile material, and backfill the area around the railroad rails and on the fill slope; (6) Reconstruct shoulder area; (7) Construct Guardrail; (8) Remove and reset guardrail, as required; (9) Maintain and control traffic; and (10) any other work as specified by this 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. Railroad Rails. Use recycled (used) railroad rails classified with a nominal weight of 130 lb./yd (pounds per yard) size or greater. Use only visibly straight recycled railroad rails with no splices. The Engineer will verify rail nominal weights (Manufacturer's Stamp with lb./yd, date, etc.). Provide Certification for nominal weight if the Manufacturer's Stamp is unidentifiable.

B. Wall Cribbing. Use wall cribbing: recycled (used) steel "W" beam guardrail. **Cribbing material will furnished by the Department of Highways.** Wall cribbing will be located at the *Department of Highways Johnson County Maintenance Facility.* It will be up to the contractor as to which Maintenance Facility is the most convenient for each route.

C. Backfill material for Drilled Sockets. Use the following for backfill material for Drilled sockets: concrete; free flowing sand; pea gravel, crushed limestone, or crushed sandstone. Use backfill material with one hundred percent (100%) passing a one-half (1/2) inch sieve. Do not use auger tailings. Engineer will use visual inspection and/or material testing, as applicable to determine acceptability.

D. Fill Material for CRIBBING. Use one of the following backfill materials: Kentucky Aggregate Gradation No. 2's or larger. Backfill material shall meet requirements of Section 805. The Engineer will use visual inspection and/or material testing, as applicable to determine acceptability.

E. Asphalt Materials. Furnish CL2 ASPH BASE 0.75D PG64-22 and CL2 ASPH SURF 0.38D PG64-22.

F. DGA. Furnish Dense Graded Aggregate as per Section 805. Do not use Crushed Stone Base.

G. Final Dressing, Seed and Protection. Use Seed Mixture No. 1.

H. Silt Trap A, B or C. Furnish Silt traps as per Std Drawings and Section 213.

I. Silt Fence. Furnish Temporary Silt Fence as per Section 213 and Section 827.

J. Geotextile Fabric. Furnish Geotextile Fabric Type IV as per Section 843.

K. Guardrail Posts. See Special Notes for Guardrail.

III. CONSTRUCTION METHODS

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

B. Staking. The Department will establish proper slope elevations and ratios, shoulder widths, existing ditch profile and final ditch profile to insure positive drainage. Be responsible for field layout. Positive drainage is required upon completion of the project and is the responsibility of the Contractor.

C. Site Preparation. Prepare flood repair sites. This includes clearing and grubbing, if necessary. Remove all obstructions. Sweep and remove debris, if necessary. The area to be cleared has not been measured by the Department and the bidder must draw his own conclusions. Construct silt checks and Temporary silt fence at locations directed by the engineer. The Engineer shall approve all site preparation. The Department will not make direct payment for site preparation.

D. Installation of Railroad Rails. See attached summary for site locations and estimated quantities of materials required. Contrary to the attached tables and drawings for drilled railroad rails, Install only 1 Row of RR Rails on 3 foot centers unless otherwise shown on the summary or mentioned in these notes. The depth to rock shown on the

location summary is approximate. The embankment failures at these sites are caused by erosion.

NOTE TO ENGINEER AND CONTRACTOR: ABSOLUTELY NO CHANGE IN SCOPE OF WORK OR INCREASE IN QUANTITIES WILL BE ALLOWED ON THIS PROJECT WITHOUT PRIOR WRITTEN APPROVAL FROM THE DISTRICT PROJECT DELIVERY AND PRESERVATION BRANCH MANAGER.

THE DEPARTMENT SHALL NOT BE LIABLE FOR PAYMENTS DUE TO ADDITIONAL WORK THAT HAS NOT BEEN AUTHORIZED BY THE AFOREMENTIONED PERSONS.

Install used railroad rail piling in drilled sockets in rock or stable material under the landslides (see figure 1) or the eroded areas (see figure 2) as project location dictates or as directed by the Engineer.

Drill the socket, furnish, and install the railroad rails into holes at slide locations. If the Engineer determines from the sounding obtained at a drilled socket that railroad rail piling cannot be used in that socket, the depth of the socket shall be measured and 50% of the depth shall be paid as "Railroad Rail-Drilled". Drill sockets into solid rock, if possible. The Department will monitor each hole, which will serve as a sounding for the rail to be installed in it. Embed the railroad rail into solid rock no less than one-half the free end length of the rail. (See figure 1 and figure 2). If solid rock cannot be obtained, the Engineer will determine the length of embedment required in other stable foundation. Allow adequate size of the drilled socket to allow free insertion of the railroad rail, but the maximum socket size is 1 foot in diameter.

After each hole is drilled, install railroad rail immediately with the flanges positioned perpendicular to the direction of the landslide or break (see figure 3). Determine the height of rail that is needed to reestablish pavement and shoulder typical section. Cut off excess rail flush with the proposed ground line that is not needed. Use cutoffs elsewhere in the project if possible; unusable cutoffs remain the property of the Contractor.

After railroad rail is installed, immediately backfill the drilled hole with the approved materials. Shovel the backfill material into the hole in small amounts. Avoid bridging between the rail and the sides of the hole. Do not use Auger tailings as backfill material.

When double or triple rows are required, stagger the rows to obtain the required spacing. Keep the spacing between the rows of rails as close as is practical; do not space between the rows of more than 2 feet, if possible. See figure 3 (Case II and Case III) for the diagrams showing two (2) or three (3) rows of rails. Select the spacing as per Table 1 for all 130 pound per yard rail or greater. The Department shall approve the selection prior to work being performed.

Crib any exposed portion of railroad rail before placing backfill.

E. *Excavation and Backfill for Embankment Repair.* Excavate each embankment/flood repair area to provide a platform for drilling the used railroad rails, if necessary. Excavate for roadway ditches as necessary for slope, shoulder and pavement drainage. Place geotextile fabric, then construct embankment behind railroad rails, cribbing and on slope, as per Section 206. Construct embankment up to the approximate existing pavement elevation.

Reconstruct the shoulder area with DGA up to the approximate existing elevation and width of the surrounding typical section or to a minimum width of 2 Feet at each slide location. Do not pond water on the shoulder area or at the shoulder edge. Reconstruct the shoulder before installing guardrail. Asphalt paving will not be part of the contract. If necessary, asphalt paving will be done by state forces at a later date.

DO NOT USE EXCAVATED MATERIAL FROM THE SITE AS FILL MATERIAL.

Excess excavation may be wasted at sites on the right-of-way, **ONLY** if approved by the Engineer. Material may **NOT** be wasted in flood prone areas or in streams.

If the Engineer deems no suitable sites are available within the right-of-way, the Contractor will be required to waste excess material off the right-of-way at sites obtained by the Contractor at no cost to the Department.

F. *Installation of Wall Cribbing.* Install Cribbing as shown on Figure 1 or Figure 2 as slide location dictates or as directed by the Engineer. Extend wall cribbing 2 feet below the existing ground line. If bedded rock is encountered, install the cribbing to the bedded rock only. If necessary, the Engineer will direct changes to this procedure. Furnish all labor and equipment to deliver and install wall cribbing on the recycled (used) railroad rail piling. Wall cribbing shall be lapped, bolted, and attached solid to the drilled railroad rails.

G. *Final Dressing, Seeding and Protection.* Apply Final Dressing; Class A to all disturbed areas, both on and off the right-of-way. Sow with Seed Mixture No. 1. The Department will **NOT** make direct payment for final dressing, or seeding and protection.

H. *Guardrail.* See Special Notes for Guardrail.

I. *On-Site Inspection.* Each Contractor submitting a bid for this work shall make a thorough inspection of the site prior to submitting his bid and shall thoroughly familiarize themselves with the existing conditions so that the work can be expeditiously performed after a contract is awarded. Submission of a bid will be considered evidence of this inspection having been made.

J. *Right-of-Way Limits.* Right-of-Way and easement limits shown on the plans are approximate only. The Contractor shall make every effort to limit his activities to obvious

right-of-way and permanent or temporary easements and shall be responsible for encroachments onto private lands.

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

L. Utility Clearance *NOTICE: Utility locations are not shown on plans or 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. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Notify the Engineer and the utility owner(s) immediately when it is discovered or anticipated that any utility conflict could delay the Contractor's operations. Do not disturb existing overhead or underground utilities. Be responsible for repairing all utility damage that occurs as a result of the work 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. Working days will not be charged for those days on which work on the controlling item is delayed, 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; however no extension will be granted for any delay caused by the Contractor's failure to notify the Engineer and/or the utility company as specified above when a conflict is discovered or anticipated as specified. Comply with applicable sections of Chapter 107.*

M. Asphalt Patching. Construct asphalt base and surface as shown on the attached typical section or as directed by the Engineer.

IV. METHOD OF MEASUREMENT

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

B. Railroad Rail-Drilled. The Department will measure this item in Linear Feet finished in-place length: Laps, cutoffs, excess and waste will not be measured for payment. If the Engineer determines from the sounding obtained at a drilled socket that railroad rail piling cannot be used in that socket, the depth of the socket shall be measured and 50% of the depth shall be paid as "Railroad Rail-Drilled".

C. Wall Cribbing. The Department will measure this item in square feet finished in-place area. Laps, cutoffs, excess and waste will not be measured for payment.

D. Excavation and Backfill. The Department will measure this item in cubic yards. The Department will measure the quantity in the field as per Section 204 (Roadway Excavation) or other accepted methods of measurement as directed by the Engineer. The

following items will not be measured directly by the Department: Site Preparation, Clearing and Grubbing, Seeding and Protection, Final Dressing, Temporary Erosion Control, Temporary Pollution Control, Waste removal, and Disposal, but will be incidental to "Excavation and Backfill" as applicable to each project.

E. Site Preparation, Clearing and Grubbing, Seeding and Protection, Fertilizer, Temporary Erosion Control, Temporary Pollution Control, Waste Disposal. The Department will NOT MEASURE for payment these items. They include Site Preparation, Clearing and Grubbing, Seeding and Protection, Final Dressing, Temporary Erosion Control, Temporary Pollution Control, Waste Disposal, and other items not expressly bid as individual items. These items shall be incidental to the bid item "Excavation and Backfill" as applicable to each project.

F. Guardrail. See Special Notes for Guardrail.

V. BASIS OF PAYMENT

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

B. Railroad Rail-Drilled. The Department will pay for the completed and accepted quantities under the bid item of "Railroad Rail-Drilled". The Department will consider payment full compensation for all work required in these notes and elsewhere in the Contract.

C. Excavation and Backfill. The Department will pay for the completed and accepted quantities under the bid item: Excavation and Backfill. Payment will be based on quantity measured in the field. The Department will consider payment full compensation for all work required on the project. The following items are incidental to "Excavation and Backfill" and will not be measured directly by the Department. These items include Site Preparation, Clearing and Grubbing, Seeding and Protection, Final Dressing, Temporary Erosion Control, Temporary Pollution Control, Waste removal and Disposal.

D. Wall Cribbing. The Department will pay for the completed and accepted quantities under the bid item of "Cribbing". Payment will be based on the quantity installed in the field. The Department will not make separate payment for the hauling of the wall cribbing to the slide site. The Department will consider payment full compensation for all work required on the project.

E. Site Preparation, Clearing and Grubbing, Seeding and Protection, Fertilizer, Temporary Erosion Control, Temporary Pollution Control, Waste Disposal. The Department will NOT make direct payment for operations for which bid items do not exist. They include items listed here: Site Preparation, Clearing and Grubbing, Seeding and Protection, Final Dressing, Temporary Erosion Control, Temporary Pollution Control,

Waste removal and Disposal. These activities shall be incidental to the bid item “Excavation and Backfill” as applicable to each project.

F. Guardrail. See Special Notes for Guardrail.

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 and reset guardrail; (3) Construct Guardrail, and End Treatments, as applicable; (4) Delineators for guardrail; (5) Maintain and control traffic; and (6) all other work specified as part of this contract.

II. MATERIALS

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

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

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

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

III. CONSTRUCTION METHODS

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

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

preparation as approved or directed by the engineer.

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

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

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

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

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

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

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

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.

IV. METHOD OF MEASUREMENT

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

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

C. Guardrail. See Section 719.04.

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

V. BASIS OF PAYMENT

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

B. Guardrail. See Section 719.05.

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

SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS

Consider the dimensions shown on the typical sections for pavement and shoulder widths and thickness' to be nominal or typical dimensions. The Engineer may direct or approve varying the actual dimensions to be constructed to fit existing conditions. Do not widen existing pavement or shoulders unless specified elsewhere in this proposal or directed by the engineer.

1-3725 Typical Section Dimensions
01/02/2012

TRAFFIC CONTROL PLAN FOR SLIDE CORRECTION DRILLED RAILROAD RAIL PILING

TRAFFIC CONTROL GENERAL

Except as specified 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, furnish all other items necessary to maintain and control traffic incidental to the Contract lump sum price 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 the devices in like new condition until completion of the work.

PROJECT PHASING & CONSTRUCTION PROCEDURES

At the discretion of the Engineer, the Department may specify days and hours when lane closures will not be allowed. Prior to beginning work, provide a proposed lane closure and work schedule for the approval of the Engineer. The Department will provide public notification. Notify the Engineer immediately and obtain prior approval of any proposed deviations from the approved schedule.

Maintain alternating one way traffic during construction. Unless directed otherwise by the Engineer, provide a minimum clear lane width of 9 feet. If traffic should be stopped due to construction operations, and a school bus on an official run arrives on the scene, immediately make provisions for the passage of the bus.

If the Engineer determines that work site conditions require all traffic be stopped while drilling operations are in progress, stop traffic for the length of time required to drill and set one rail. Allow all waiting traffic to pass before starting the next hole. If an emergency vehicle or school bus is present in the queue, stop drilling and allow traffic to pass immediately.

LANE CLOSURES

Except as permitted by the Engineer, do not leave lane closures in place during non-working hours. If permitted, the Engineer may require additional signing and/or traffic control devices.

CHANGEABLE MESSAGE SIGNS

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

SIGNS

Contrary to section 112.04.02, the Department will measure only long term signs (signs intended to be continuously in place for more than 3 days) for payment. The Department will not measure; short term signs (signs intended to be left in place for 3 days or less) for payment, but shall be incidental to Maintain and Control Traffic. Contrary to Section 112.04.02, the Department will measure individual signs only once for payment, regardless of how many times they are erected or relocated.

BARRICADES

The Department will not measure Barricades used in lieu of barrels and cones for channelization or delineation, but shall be incidental to Maintain and Control Traffic according to Section 112.04.01. The Department will measure Barricades used for protection of pavement removal areas according to Section 112.04.04. Retain possession of the barricades upon completion of the work.

PAVEMENT EDGE DROP-OFFS

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

Treat 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. The Engineer will allow cones to be used in lieu of plastic drums, panels, and barricades during daylight working hours only. Wedge drop-offs within 10 feet of traffic with DGA or asphalt mixture for leveling and wedging as directed or approved by the Engineer with a 1:1 or flatter slope in daylight working hours, or 3:1 or flatter slope during nighttime hours or when work is not active in the drop-off area.

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

UTILITY NOTES

JOHNSON COUNTY
FE01 N080 1750 MP 0.156 & 0.212
KY. 1750 M.P. 0.156 & 0.212
EMBANKMENT REPLACEMENT

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

The utility companies having facilities in the project area have not been identified as being impacted by the work scoped. The contractor and/or cabinet shall not disturb these facilities and shall make companies aware of work in proximity to their facilities. District 12 Utilities and the Johnson County Section of Project Delivery and Presentation has visited the project site and determined there should be no utility impact on the project. Contact - AT & T KY - Jack Salyer - 606-874-2715

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

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

None applicable to this project.

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

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

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

None applicable to this project.

BEFORE YOU DIG

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

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

UTILITY NOTES

JOHNSON COUNTY
FE01 N080 1750 MP 3.782
KY. 1750 M.P. 3.782
EMBANKMENT REPLACEMENT

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

The utility companies having facilities in the project area have not been identified as being impacted by the work scoped. The contractor and/or cabinet shall not disturb these facilities and shall make companies aware of work in proximity to their facilities. District 12 Utilities and the Johnson County Section of Project Delivery and Presentation has visited the project site and determined there should be no utility impact on the project. Contact - AT & T KY - Jack Salyer - 606-874-2715

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

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

None applicable to this project.

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

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

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

None applicable to this project.

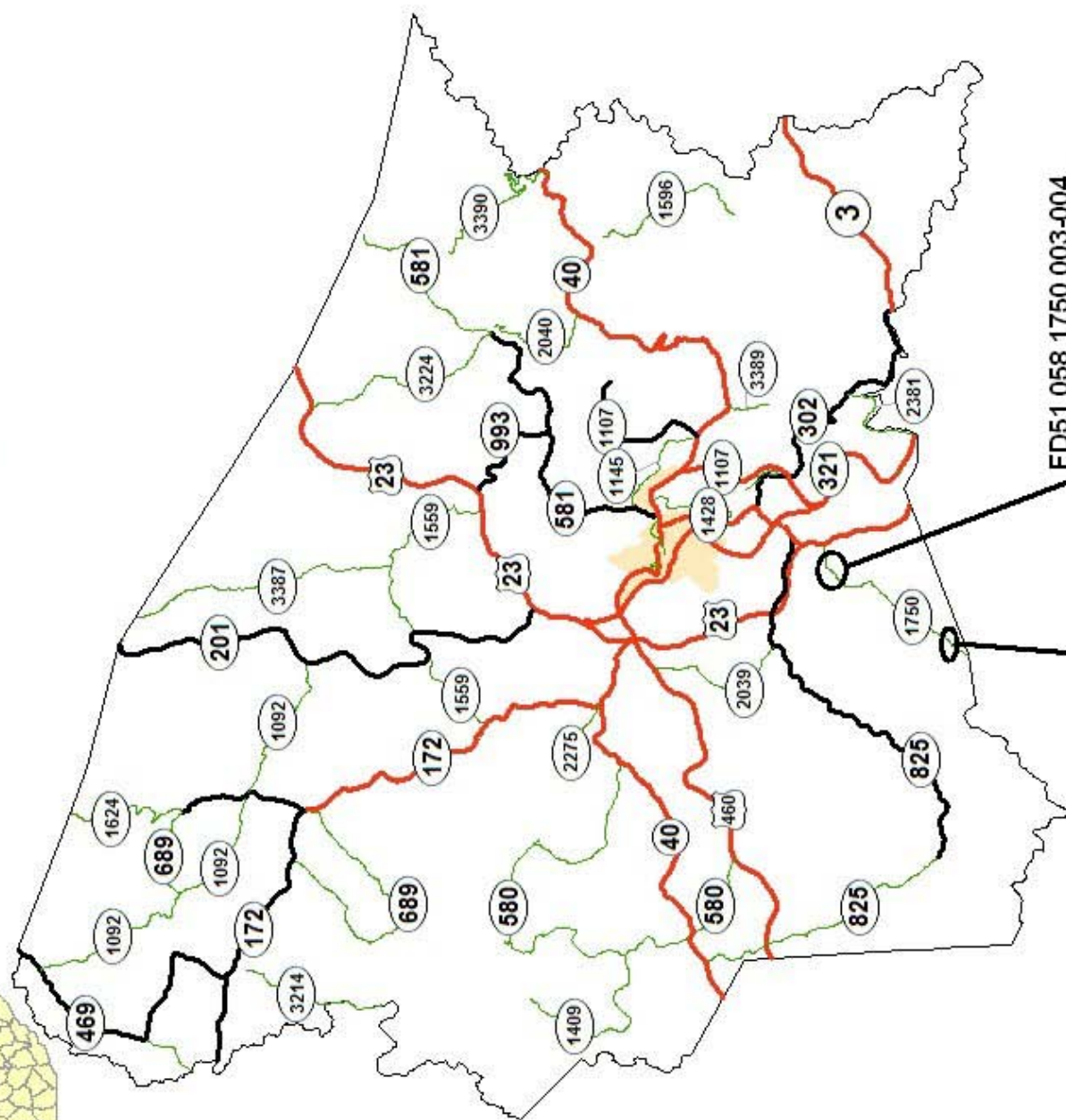
BEFORE YOU DIG

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

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



DEPARTMENT OF HIGHWAYS
MAP OF
JOHNSON COUNTY



FD51 058 1750 003-004

FD51 058 1750 000-001



MATERIAL SUMMARY

CONTRACT ID: 122430

FD51 058 1750 003-004

PES NO: MP05817501201

LICK CREEK (1 SITE) (KY 1750) FROM 0.198 MILES WEST OF US 23 (MP 3.782) EXTENDING
EAST TO 0.187 MILES WEST OF US 23 (MP 3.793), A DISTANCE OF 0.010000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	00221	CL2 ASPH BASE 0.75D PG64-22	5.00	TON
0020	00301	CL2 ASPH SURF 0.38D PG64-22	8.00	TON
0030	01982	DELINEATOR FOR GUARDRAIL M/W	2.00	EACH
0040	02014	BARRICADE-TYPE III	2.00	EACH
0050	02383	REMOVE & RESET GUARDRAIL	75.00	LF
0060	02562	SIGNS	150.00	SQFT
0070	02599	FABRIC-GEOTEXTILE TYPE IV	92.00	SQYD
0080	02650	MAINTAIN & CONTROL TRAFFIC MP 003-004	1.00	LS
0090	03234	RAILROAD RAILS-DRILLED	1,170.00	LF
0100	03235	EXCAVATION AND BACKFILL	53.00	CUYD
0110	03236	CRIBBING	236.00	SQFT
0120	06514	PAVE STRIPING-PERM PAINT-4 IN	120.00	LF
0130	02569	DEMOBILIZATION	1.00	LS

FD51 058 1750 000-001

PES NO: MP05817501202

LICK CREEK (2 SITES) (KY 1750) FROM 0.156 MILES EAST OF THE COUNTY LINE (MP 0.156)
EXTENDING EAST TO 0.212 MILES EAST OF THE COUNTY LINE (MP 0.212), A DISTANCE OF 0.
060000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	01982	DELINEATOR FOR GUARDRAIL M/W	2.00	EACH
0020	02351	GUARDRAIL-STEEL W BEAM-S FACE	88.00	LF
0030	02371	GUARDRAIL END TREATMENT TYPE 7	4.00	EACH
0040	02562	SIGNS	150.00	SQFT
0050	02599	FABRIC-GEOTEXTILE TYPE IV	121.00	SQYD
0060	02650	MAINTAIN & CONTROL TRAFFIC MP 000-001	1.00	LS
0070	03234	RAILROAD RAILS-DRILLED	975.00	LF
0080	03235	EXCAVATION AND BACKFILL	110.00	CUYD
0090	03236	CRIBBING	732.00	SQFT
0100	02569	DEMOBILIZATION	1.00	LS

KY 1750

Site	Mile Point	Length	Cribbing Depth	Excavation Width	Depth to Rock	Number of Rows	Rail Spacing (FT)	Guardrail Length	Cribbing Amount (SQ FT)	Steel (FT)	Excav. & Backfill (CY)	Type I Geotextile Fabric (SY)
1	0.156	32	15	4	26	1	3	37.5	480	429	72	120.89
2	0.204	42	6	4	26	1	3	50	252	546	38	74.67
TOTALS											110	120.89

Site 1 will be new guardrail with 2 type 7 end treatments.
Site 2 will be new guardrail with 2 type 7 end treatments.

KY 1750

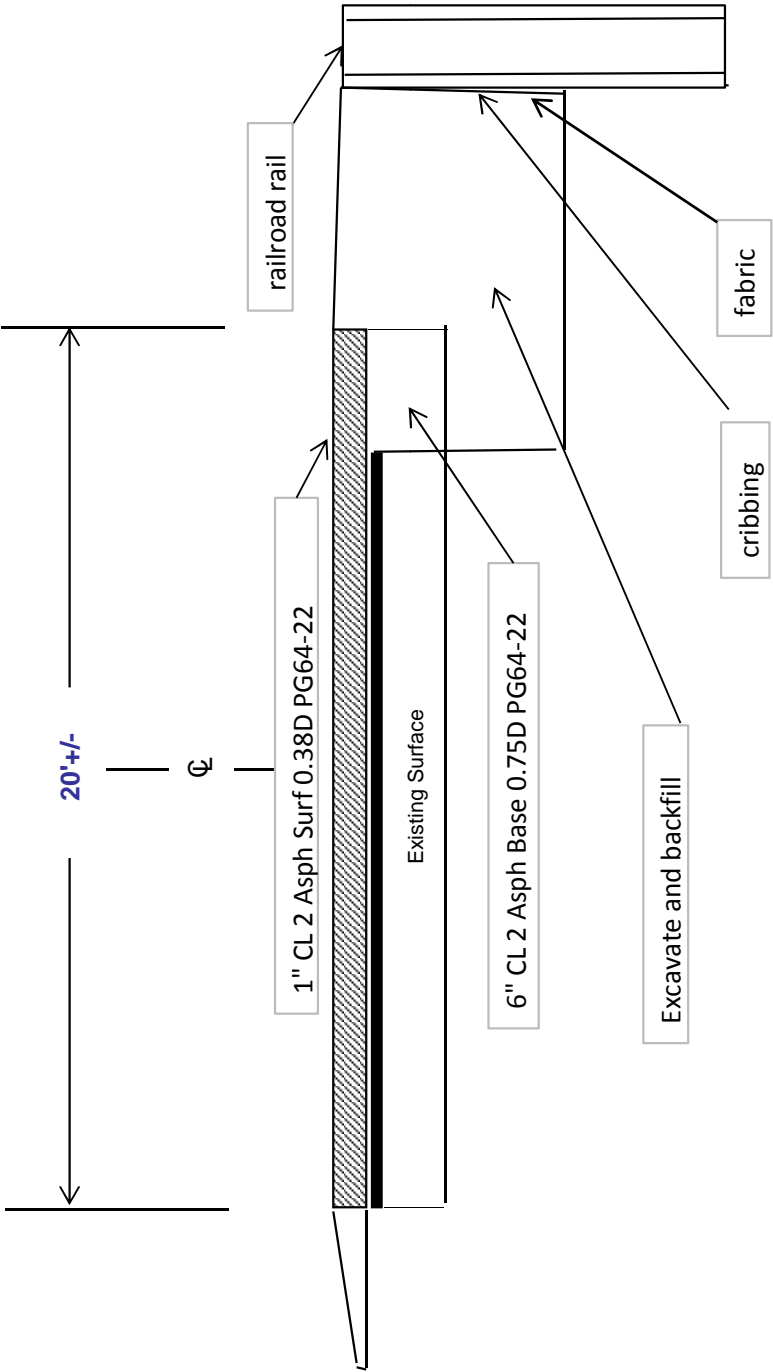
Site	Mile Point	Length	Cribbing Depth	Excavation Width	Depth to Rock	Number of Rows	Rail Spacing (FT)	Guardrail Length	Cribbing Amount (SQ FT)	Steel (FT)	Excav. & Backfill	Type IV	
												Geotextile	Fabric
1	3.782	59	4	6	26	1	2	0	236	1170	53	91.78	0.00
TOTALS										1170	53	91.78	

Site 1 will have a remove and rest guardrail of 75 feet.

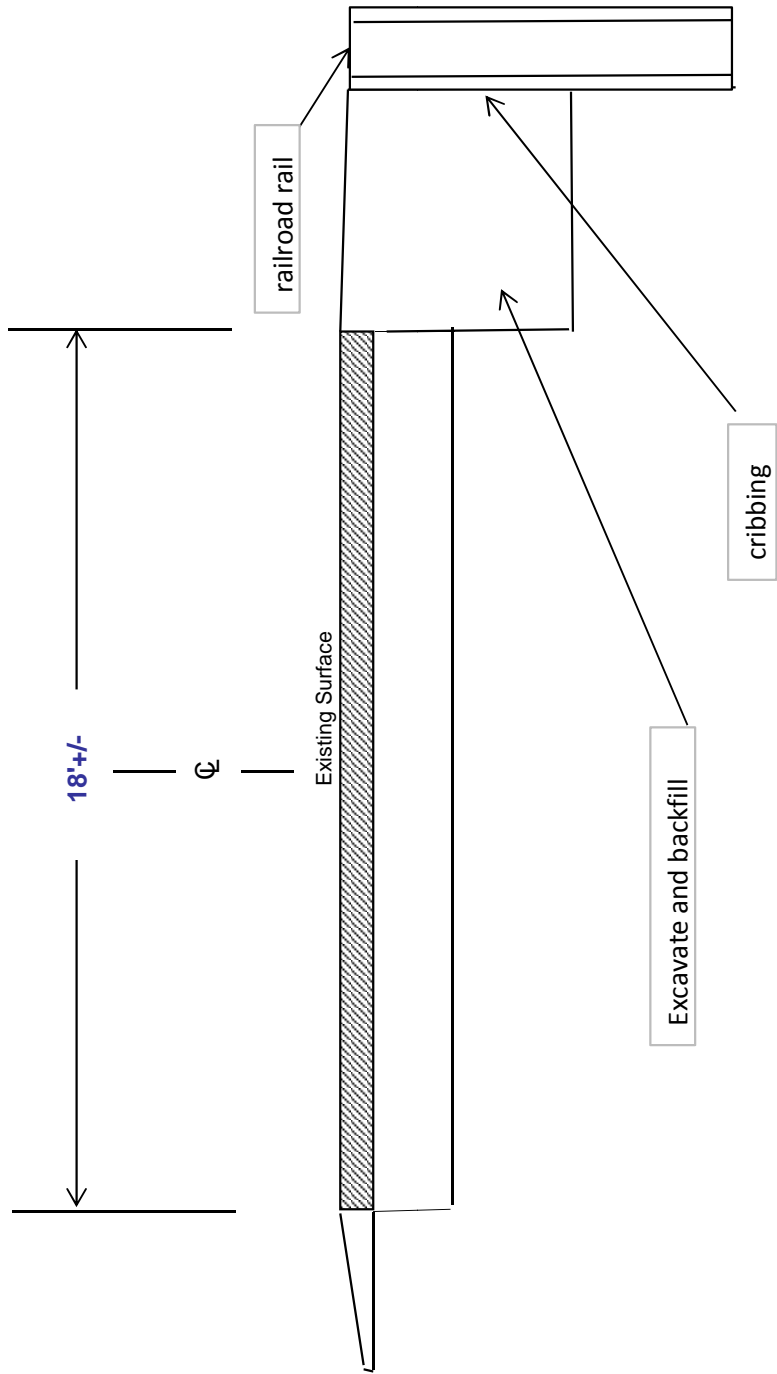
Asphalt Base (59'x2'9)x110x6/2000= 5 tons approx.

Asphalt surface (59x20/9)x110/2000= 8 tons approx.

TYPICAL SECTION
JOHNSON COUNTY
FD51-058-1750-003-004



TYPICAL SECTION
JOHNSON COUNTY
FD51-058-1750-000-001



TYPICAL SECTION DEPICTING INSTALLATION OF
RECYCLED RAILROAD RAIL PLACED IN DRILLED
SOCKET FOR LANDSLIDE CORRECTION

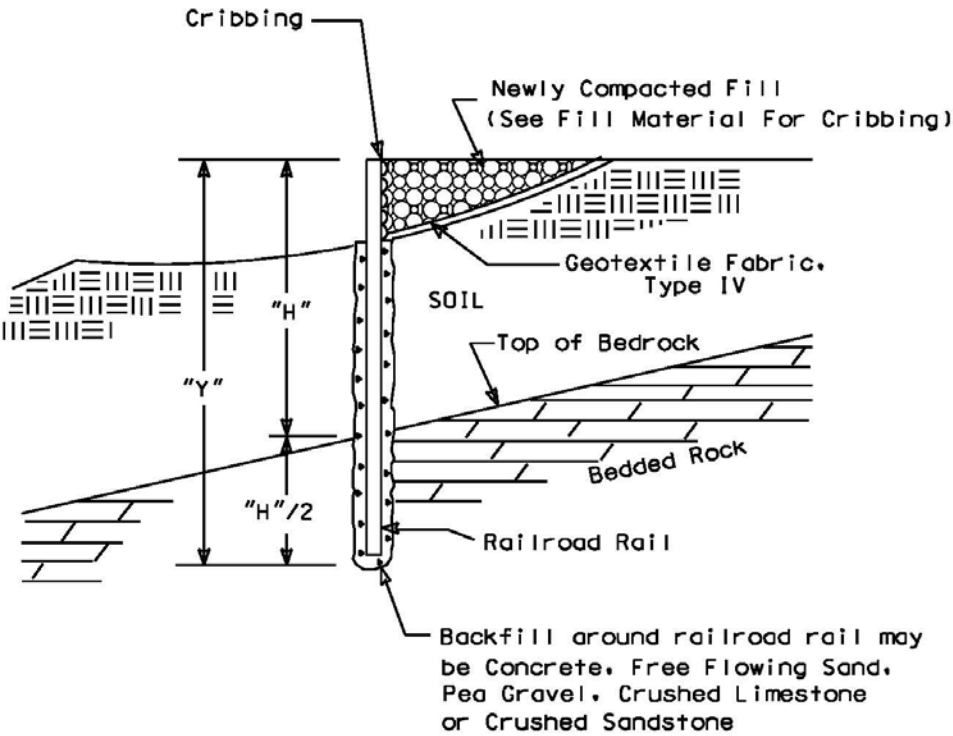
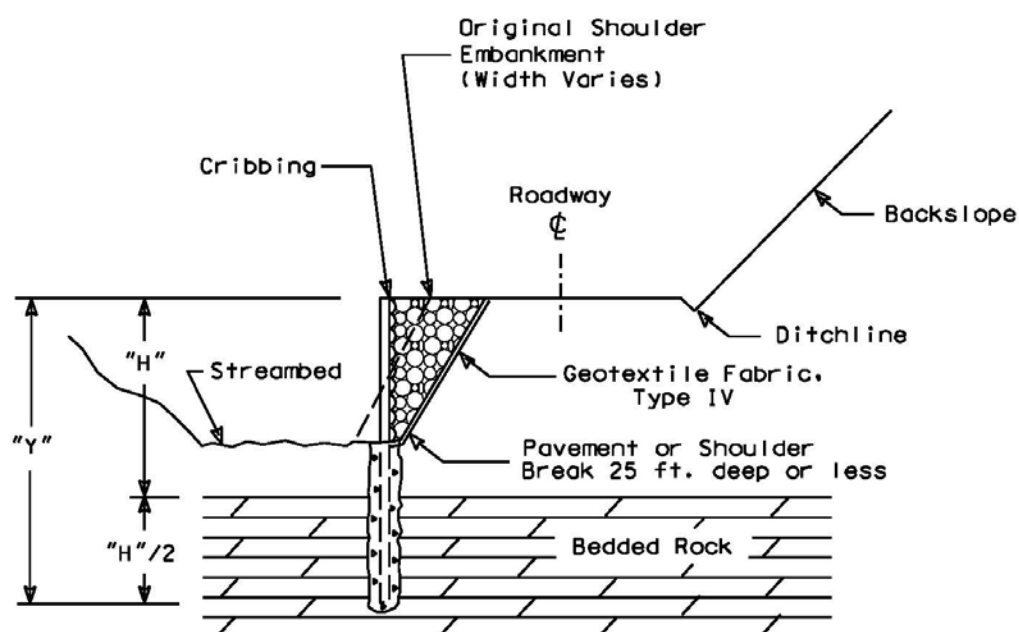


Figure 1

TYPICAL CROSS SECTION OF ROADWAY REPAIRS UTILIZING RECYCLED RAILROAD RAILS IN DRILLED SOCKETS FOR EMBANKMENT EROSION CORRECTION

NOTE:
Spacing from edge to
edge of drilled
socket : 3 ft. max.



NOTE :
"H"/2 Depth of Rail into bedded rock =
1/3 total length where rock is present.

Figure 2

ALTERNATE SCHEMES FOR INSTALLING RAILROAD RAILS
IN DRILLED SOCKETS

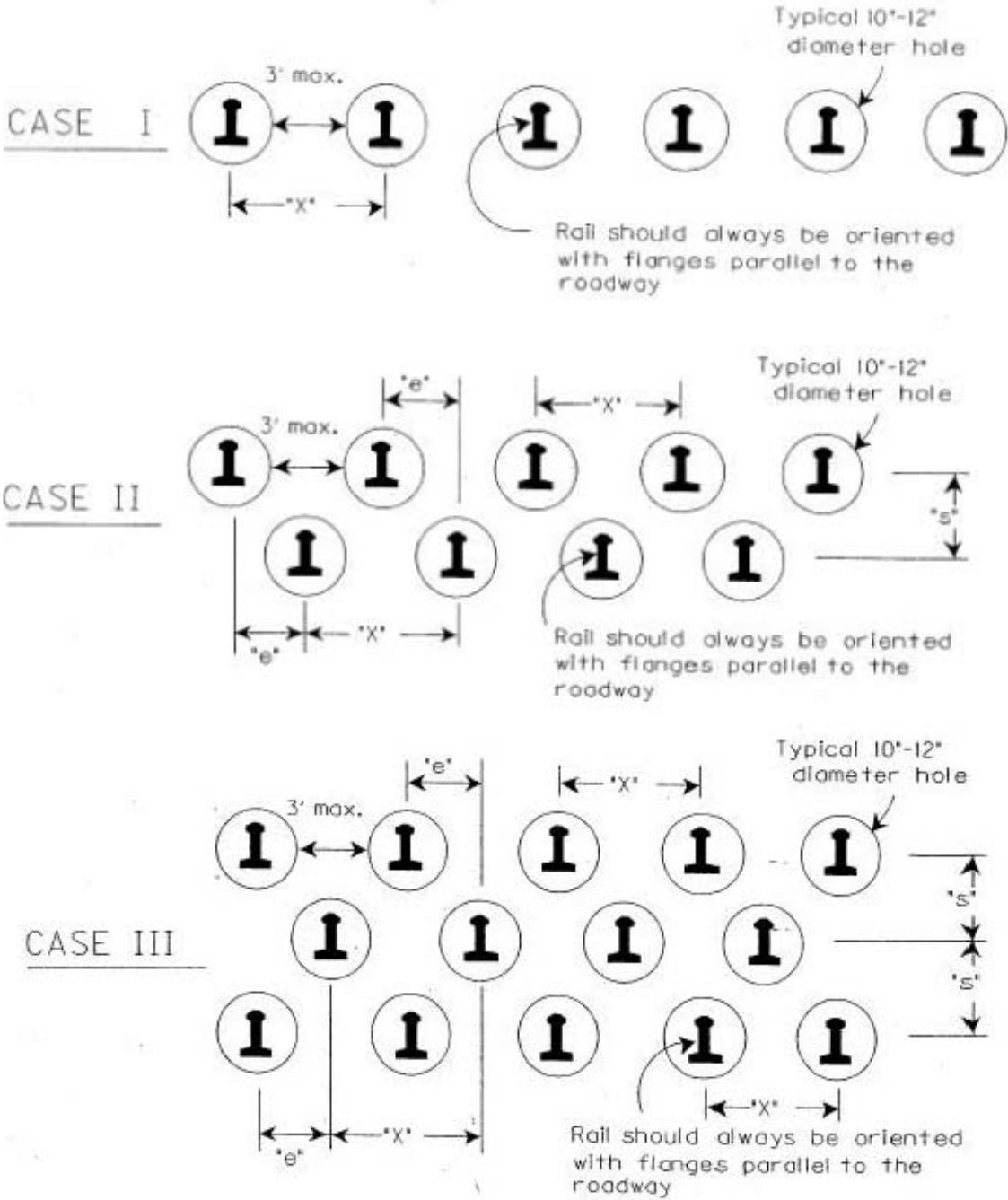


FIGURE 3

DESIGN CHART FOR 130LBS/YD TO 133 LBS/YD RECYCLED (USED) RAILROAD RAILS
FACTOR OF SAFETY = 1

Soil Depth to Bedded Rock "H" (Feet)	Minimum Embedment into Bedded Rock "H/2" (Feet)	Total Length of Installed Railroad Rail "Y" (Feet)	Required Number of Rows	Maximum Spacing Between Rails "X" (Max. 48") (Inches)	Effective Spacing Between Rows of Rails "e" (Inches)
8	4	12	1	48	N/A
9	4.5	13.5	1	48	N/A
10	5	15	1	48	N/A
11	5.5	16.5	1	48	N/A
12	6	18	1	48	N/A
13	6.5	19.5	1	48	N/A
14	7	21	1	32	N/A
15	7.5	22.5	2	48	24
16	8	24	2	44	22
17	8.5	25.5	2	36	18
18	9	27	2	28	14
19	9.5	28.5	2	24	12
20	10	30	3	33	11
21	10.5	31.5	3	28.5	9.5
>21	N/A	N/A	N/A	N/A	N/A

- NOTES:
- 1. REFER TO FIGURES 1, 2, & 3 FOR DIMENSIONS SHOWN
 - 2. FOR SOIL DEPTHS "H" GREATER THAN 21 FEET CONTACT THE ENGINEER.

TABLE I

IDENTIFICATION OF RAILROAD RAIL SIZES

- 1. Typically classified in units of lbs-per-yard.
Examples :
155 lbs/yd, 140 lbs/yd, 132 lbs/yd, 90 lbs/yd
- 2. Each rail has a classification stamped in web:
Example :
112 25 RE OH ILLINOIS USA 1935 IIIII
↑
Weight in lbs/yd

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

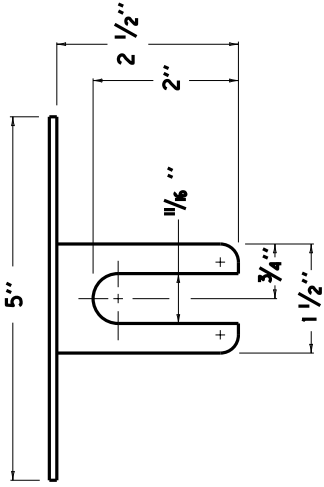
Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2012* and *Standard Drawings, Edition of 2012 with the 2012 Revision*.

2012 STANDARD DRAWINGS THAT APPLY

TYPICAL GUARDRAIL INSTALLATIONS.....	RBI-001-10
TYPICAL GUARDRAIL INSTALLATIONS.....	RBI-002-06
STEEL BEAM GUARDRAIL (W-BEAM).....	RBR-001-11
GUARDRAIL TERMINAL SECTIONS.....	RBR-010-05
GUARDRAIL POSTS.....	RBR-015-04
GUARDRAIL POSTS.....	RBR-016-04
GUARDRAIL END TREATMENT TYPE 7.....	RBR-050-06
TEMPORARY SILT FENCE.....	RDX-210-02
TEMPORARY SILT FENCE WITH WOVEN WIRE FABRIC FENCE.....	RDX-215
SILT TRAP - TYPE A.....	RDX-220-04
SILT TRAP - TYPE B.....	RDX-225
SILT TRAP - TYPE C.....	RDX-230
MISCELLANEOUS STANDARDS PART 1.....	RGX-001-05
NETTING.....	RRE-002-04
LANE CLOSURE TWO-LANE HIGHWAY CASE I.....	TTC-100-03
LANE CLOSURE TWO-LANE HIGHWAY CASE II.....	TTC-105-02
SHOULDER CLOSURE.....	TTC-135-01
POST SPLICING DETAIL.....	TTD-110-01

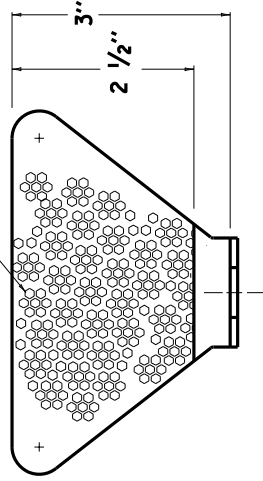
NOTES

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



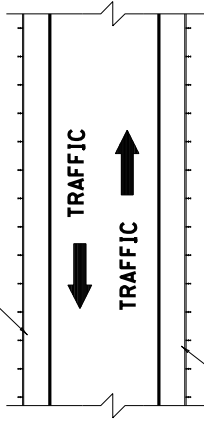
PLAN VIEW

TYPE X1 SHEETING,
YELLOW OR WHITE



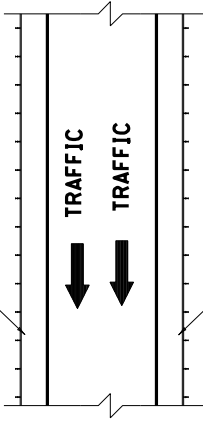
FRONT VIEW

BI-DIRECTIONAL WHITE DELINEATOR
FOR GUARDRAIL FACING TRAFFIC



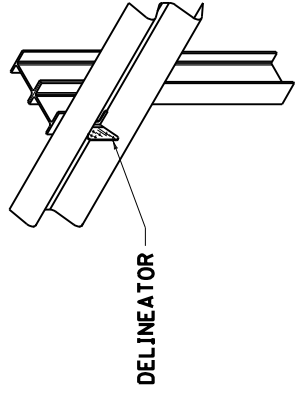
BI-DIRECTIONAL WHITE DELINEATOR
FOR GUARDRAIL FACING TRAFFIC

MONO-DIRECTIONAL WHITE DELINEATOR
FOR GUARDRAIL FACING TRAFFIC



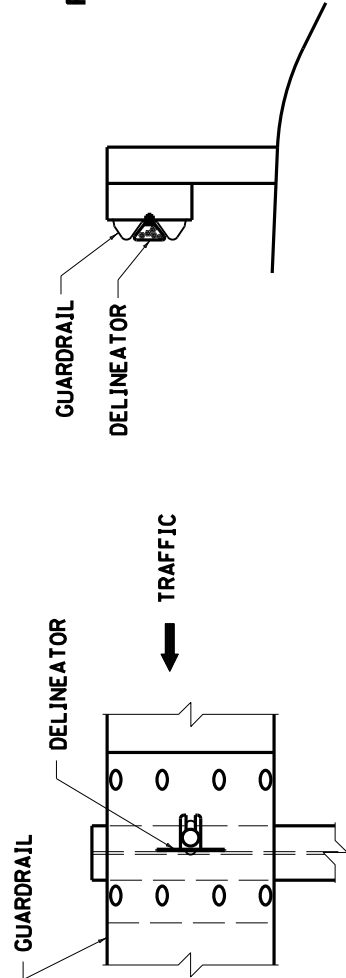
MONO-DIRECTIONAL YELLOW DELINEATOR
FOR GUARDRAIL FACING TRAFFIC

PLACEMENT OF DELINEATORS
FOR GUARDRAIL



ISOMETRIC VIEW

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



FRONT VIEW

SIDE VIEW

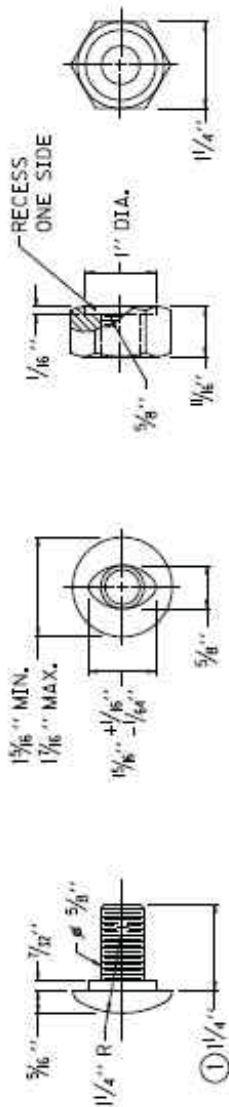
APPROXIMATE DELINEATOR SPACING	
TANGENT	100'
CURVE	50'

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

COUNTY OF	JTB#	SHEET NO.

NOTES

- ① RAIL BOLT SIMILAR EXCEPT LENGTH.
- ② THE THRIE BEAM TO "W" BEAM CONNECTOR SHALL COMPLY WITH AASHTO M-180 CLASS A, TYPE 2 EXCEPT WHERE IN CONFLICT WITH THIS DETAIL.



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)
- III. Payment of Predetermined Minimum Wages
- IV. Statements and Payrolls

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.

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 (between forty and seventy); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy). The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual

because of his race, color, religion, national origin, sex, disability or age (between forty and seventy), in admission to, or employment in any program established to provide apprenticeship or other training.

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

III. PAYMENT OF PREDETERMINED MINIMUM WAGES

1. These special provisions are supplemented elsewhere in the contract by special provisions which set forth certain predetermined minimum wage rates. The contractor shall pay not less than those rates.

2. The minimum wage determination schedule shall be posted by the contractor, in a manner prescribed by the Department of Highways, at the site of the work in prominent places where it can be easily seen by the workers.

IV. STATEMENTS AND PAYROLLS

1. All contractors and subcontractors affected by the terms of KRS 337.505 to 337.550 shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of one (1) year from the date of completion of this contract.

2. The payroll records shall contain the name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid.

3. The contractor shall make his daily records available at the project site for inspection by the State Department of Highways contracting office or his authorized representative.

Periodic investigations shall be conducted as required to assure compliance with the labor provisions of the contract. Interrogation of employees and officials of the contractor shall be permitted during working hours.

Aggrieved workers, Highway Managers, Assistant District Engineers, Resident Engineers and Project Engineers shall report all complaints and violations to the Division of Contract Procurement.

The contractor shall be notified in writing of apparent violations. The contractor may correct the reported violations and notify the Department of Highways of the action taken or may request an informal hearing. The request for hearing shall be in writing within ten (10) days after receipt of the notice of the reported violation. The contractor may submit

records and information which will aid in determining the true facts relating to the reported violations.

Any person or organization aggrieved by the action taken or the findings established as a result of an informal hearing by the Division of Contract Procurement may request a formal hearing.

4. The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payments, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

5. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

6. No laborers shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

7. Every employee on the work covered by this contract shall be permitted to lodge, board, and trade where and with whom he elects and neither the contractor nor his agents, nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

8. Every employee on the project covered by this contract shall be an employee of either the prime contractor or an approved subcontractor.

9. No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

10. No individual shall be employed as a laborer or mechanic on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks or other equipment from individuals.

No Covered employee may be employed on the work except in accordance with the classification set forth in the schedule mentioned above; provided, however, that in the event additional classifications are required, application shall be made by the contractor to the Department of Highways and (1) the Department shall request appropriate classifications and rates from the proper agency, or (2) if there is urgent need for additional classification to avoid undue delay in the work, the contractor may employ such workmen at rates deemed comparable to rates established for similar classifications provided he has made written application through the Department of Highways, addressed to the proper agency, for the supplemental rates. The contractor shall retroactively adjust, upon receipt of the supplemental rates schedule, the wages of any employee paid less than the established rate and may adjust the wages of any employee overpaid.

11. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any work-week in which he is employed on such work, to work in excess of eight hours in any calendar day or in excess of forty hours in such work-week unless such laborer or mechanic receives compensation at a rate not less than one and one half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work-week. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. This agreement shall be in writing and shall be executed prior to the employee working in excess of eight (8) hours, but not more than ten (10) hours, in any one (1) calendar day.

12. Payments to the contractor may be suspended or withheld due to failure of the contractor to pay any laborer or

mechanic employed or working on the site of the work, all or part of the wages required under the terms of the contract. The Department may suspend or withhold payments only after the contractor has been given written notice of the alleged violation and the contractor has failed to comply with the wage determination of the Department of Highways.

13. Contractors and subcontractors shall comply with the sections of Kentucky Revised Statutes, Chapter 337 relating to contracts for Public Works.

Revised 2-16-95

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (6) provides:

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

KRS 11A.040 (8) states:

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

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

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

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

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

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

Kentucky Equal Employment Opportunity Act of 1978

The requirements of the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) shall not apply to this Contract.

**TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES**

**WORKERS.....MINIMUM HOURLY
RATE.....\$7.25**

Note: Parts III and IV of “**Labor and Wage Requirements Applicable to Other Than Federal-Aid System Projects**” do not apply to this project.

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 1½ 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

INSURANCE

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

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

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

PART V

BID ITEMS

CONTRACT ID: 122430
COUNTY: JOHNSON
PROPOSAL: 058GR12P099-FD51

PAGE: 1
LETTING: 07/13/12
CALL NO: 400

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
SECTION 0001 ROADWAY					
0010	00221	CL2 ASPH BASE 0.75D PG64-22	5.000 TON		
0020	00301	CL2 ASPH SURF 0.38D PG64-22	8.000 TON		
0030	01982	DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	4.000 EACH		
0040	02014	BARRICADE-TYPE III	2.000 EACH		
0050	02351	GUARDRAIL-STEEL W BEAM-S FACE	88.000 LF		
0060	02371	GUARDRAIL END TREATMENT TYPE 7	4.000 EACH		
0070	02383	REMOVE & RESET GUARDRAIL	75.000 LF		
0080	02562	SIGNS	300.000 SQFT		
0090	02599	FABRIC-GEOTEXTILE TYPE IV	213.000 SQYD		
0100	02650	MAINTAIN & CONTROL TRAFFIC MP 000-001	(1.00) LS		
0110	02650	MAINTAIN & CONTROL TRAFFIC MP 003-004	(1.00) LS		
0120	03234	RAILROAD RAILS-DRILLED	2,145.000 LF		
0130	03235	EXCAVATION AND BACKFILL	163.000 CUYD		
0140	03236	CRIBBING	968.000 SQFT		
0150	06514	PAVE STRIPING-PERM PAINT-4 IN	120.000 LF		
SECTION 0002 DEMOBILIZATION					
0160	02569	DEMOBILIZATION (AT LEAST 1.5%)	LUMP		
		TOTAL BID			