



CALL NO. 318

CONTRACT ID. 082910

GRAYSON COUNTY

FED/STATE PROJECT NUMBER FE02 043 0062 B00037

LETTING DATE: February 22, 2008

Sealed Bids will be received in the Division of Construction Procurement and/or the Auditorium located on the 1st floor of the Transportation Cabinet Office Building until 10:00 AM EASTERN STANDARD TIME February 22, 2008. Bids will be publicly opened and read at 10:00 AM EASTERN STANDARD TIME.

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

(Check guaranty submitted: Cashier's Check Certified Check Bid Bond)

BID BONDS WHEN SUBMITTED WILL BE RETAINED WITH THE PROPOSAL

DBE General Plan Included

BID

PROPOSAL ISSUED TO: _____

SPECIMEN

Address

City

State

Zip

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PART I
SCOPE OF WORK

CONTRACT ID - 082910

ADMINISTRATIVE DISTRICT - 04

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - GRAYSON

PCN - MB04300620801

FE02 043 0062 B00037

LEITCHFIELD-BEAVER DAM ROAD (US 62) BRIDGE OVER BUCK CREEK (MP 7.08). BRIDGE REPAIRS.
GEOGRAPHIC COORDINATES LATITUDE 37^25'48" LONGITUDE 86^30'54"

COMPLETION DATE(S):

COMPLETION DATE - November 17, 2008

APPLIES TO ENTIRE CONTRACT

30 WORKING DAYS

APPLIES TO B00037

CONTRACT NOTES

PROPOSAL ADDENDA

All addenda to this proposal must be incorporated into the proposal when the bid is submitted to the Kentucky Department of Highways. Failure to use the correct and most recent bid sheet(s) may result in the bid being rejected.

BID SUBMITTAL

Bidder must use the Department's Highway Bid 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 items created from the web site to prepare a bid proposal for submission to the Department. The bidder must insert the completed bid item sheets printed from the Program into the bidder's proposal and submit with the disk created by said program.

JOINT VENTURE BIDDING

Joint Venture bidding is permissible. However, both companies MUST purchase a bidding proposal. Either proposal may be submitted but must contain the company names and signatures of both parties where required. 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 DECK DRAIN EXTENSION ON BRIDGES

I. DESCRIPTION. Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2004 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawing. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Install Deck Drain Extensions as specified and in accordance with the attached detail drawing; and (3) Any other work specified as part of this contract.

II. MATERIALS.

A. Structural Steel. Use new, commercial grade steel suitable for welding. The Engineer will base acceptance on visual inspection.

B. Anchors. Will allow galvanized all-tread ½" x 4" or an approved alternative.

C. Grout. See Section 511.

III. CONSTRUCTION.

A. Place New Deck Drain Extensions. After all areas of Beam Repairs are complete; place New Deck Drain Extensions (see attached detail drawing).

B. Shop Plans. Shop plans will not be required. The Contractor is responsible for obtaining field measurements and supplying properly sized materials to complete the work.

C. Bituminous Overlay Removal. Remove Bituminous overlay around deck drains to permit water to enter drains.

IV. MEASUREMENT.

A. Deck Drain Extension. The Department will measure this quantity as each.

V. PAYMENT.

A. Deck Drain Extension. Payment at the contract unit price per each is full compensation for furnishing and installing the New Deck Drain Extensions, removing bituminous overlay around drains, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawing.

The Department will consider payment as full compensation for all work required by this note and the detail drawing.

SPECIAL NOTE FOR CONCRETE REPAIR USING EPOXY MORTAR AND CARBON COMPOSITE WRAP

I. DESCRIPTION. Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2008 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawing. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Provide safe access to the beams in accordance with Section 107.01.01 for the Engineer to sound possible repair areas and for workers to complete the construction; (3) Remove the deteriorated concrete from the beams; (4) Blast clean and prepare the surfaces for patching; (5) Prime the areas immediately prior to patching; (6) Apply the epoxy mortar patches; (7) Finish the patched surface; (8) Apply an epoxy seal coat as directed and in accordance with the manufacturer's instructions; (9) Maintain and control traffic; (10) Contain spent abrasives and protect the stream and vehicular traffic from debris; and (11) Any other work specified as part of this contract.

Furnish to the Engineer copies of the epoxy manufacturer's technical data sheets, installation guidelines, material safety data sheets, and other pertinent data at least two (2) days prior to beginning the beam repairs. All work will be completed in accordance with Section 510 for "Sealing and Patching Concrete with Epoxy Resin" and/or the epoxy resin manufacturer's recommendations as approved by the Engineer.

II. MATERIALS.

A. Epoxy Resin. Conform to Section 826.

B. Mortar Sand. Conform to Section 804.

C. Carbon Composite Wrap. Use HJ3 Composite Technologies' Carbon Composite Wrap or an approved equivalent. Contact: HJ3 Composite Technologies, 4100 South Freemont Avenue, Tuscon, Arizona, 85714.

III. CONSTRUCTION.

A. Remove Deteriorated Concrete. Prior to beginning the beam repairs, provide safe access to the substructure and beams, in accordance with Section 107.01.01, for the Engineer to sound possible repair areas. The Engineer will sound the concrete with a hammer and mark the areas of concrete to be removed and patched. All areas of deteriorated concrete found should be repaired as part of this work. Final payment for "Concrete Beam Repair" will be the field-measured quantity of patching completed in accordance with this Note and as designated by the Engineer.

Remove specified areas of deteriorated concrete as shown on the attached detail drawing and/or as directed by the Engineer. The removal of unsound material shall be accomplished with hand tools or pneumatic hammers that do not exceed twenty (20) pounds. Precautions shall be exercised to protect the underlying sound material. Saw, route, or otherwise manipulate the sides of the patch so that the interfaces between the old concrete and the epoxy mortar are perpendicular and the epoxy mortar is at least one (1) inch thick. Also insure concrete removal in the patch area extends at least three-quarters (3/4) inch beyond any steel reinforcement more than 50

percent exposed. Dispose of all removed material entirely away from the job site or as directed by the Engineer.

Clean and leave all existing steel reinforcement encountered in place. Abrasive blasting shall be used to thoroughly clean areas to be patched. Care shall be taken to contain and collect spent abrasives so that the stream and vehicular traffic is strictly protected. The Engineer shall approve the Contractor's containment/collection plan before abrasive blasting commences. Broken reinforcing bars shall be cut off where they lose contact with concrete. Care shall be taken to avoid damaging existing steel reinforcement or sound concrete. Ensure that all exposed steel reinforcement is tied in accordance with Section 602.03.04 prior to placing the epoxy resin prime or the epoxy mortar.

- B. Prepare Concrete Surfaces for Patching.** Prepare concrete surfaces to be patched in accordance with Section 510.03.01. Final blast cleaning shall be completed within twelve (12) hours prior to placement of the epoxy mortar patch. Concrete must be sound, dry, and clean prior to placement of epoxy resin prime coat. Temporary blockage of the bridge deck drains may be required.
- C. Apply Epoxy Mortar for Patching.** Place the epoxy resin prime and the epoxy mortar in accordance with Section 510.03.04. Place epoxy mortar in accordance with the manufacturer's specifications to restore the deteriorated areas to their original dimensions as shown on the detail drawing or as directed by the Engineer. See the "SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS" also.
- D. Apply Epoxy Resin Seal Coat.** After the epoxy mortar has hardened for the amount of time specified by the manufacturer for curing, apply an additional coat of epoxy resin over the entire patch and on the adjacent old concrete a minimum of two (2) inches. Be sure to work the epoxy resin seal coat thoroughly into any cracks that may have developed in the patch or in the interface of the patch and the old concrete. Place masking tape on the old concrete prior to applying this sealing coat of epoxy resin to insure a neat line. Remove tape after the sealing coat has cured adequately.
- E. Install Carbon Composite Wrap.** When epoxy mortar patch has fully cured, install a carbon composite wrap over the patched areas to restore capacity lost to deterioration of the steel reinforcement. Material and installation shall be in accordance with the attached detail drawings.

The carbon composite wrap system shall be designed and detailed by the Manufacturer. The design calculations must be stamped by a registered engineer. Design calculations and details must be submitted to the Engineer prior to installation. The system shall provide 242 k-ft of factored (ultimate) flexural capacity, and 123 k of factored (ultimate) shear capacity.

IV. MEASUREMENT.

- A. Concrete Beam Repair.** The Department will measure the quantity in square feet of deteriorated concrete patched. Measurement will be made before carbon composite wrap is installed.

V. PAYMENT.

A. Concrete Beam Repair. Payment at the contract unit price per square foot is full compensation for removal of deteriorated concrete, abrasive blasting and containment, preparation of the concrete surface, application of the epoxy mortar patch, application of the epoxy resin seal coat, carbon composite wrap design, carbon composite materials and installation, and all incidental items necessary to complete the work in accordance with this Note and as shown on the attached detail drawing.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

SPECIAL PROVISION FOR WASTE AND BORROW SITES

The contractor is advised that it is their responsibility to gain U.S. Army Corp of Engineer's approval before utilizing a waste or borrow site that involves "Waters of the United States". "Waters of the United States" are defined as perennial or intermittent streams, ponds or wetlands. Ephemeral streams are also considered jurisdictional waters, and are typically dry except during rainfall, but have a defined drainage channel. Questions concerning any potential impacts to "Waters..." should be brought to the attention of the appropriate District Office for the Corps of Engineers for a determination, prior to disturbance. Any fees associated with obtaining approval from the U.S. Army Corp of Engineer or other appropriate regulatory agencies for waste and borrow sites is the responsibility of the contractor.

SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS

I. TRAFFIC CONTROL GENERAL

Except as provided herein, traffic shall be maintained in accordance with the 2008 Standard Specifications, Section 112. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic".

Contrary to Section 106.01, traffic control devices used on this project may be new, or used in like new condition, at the beginning of the work and maintained in like new condition until completion of the work.

II. MAINTAIN & CONTROL TRAFFIC

Will be measured only once for payment.

III. SIGNS

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

Contractor shall provide 4'x 8' signs on each side of the bridge two weeks prior to commencement of work advising motorists of the upcoming closures.

Contractor shall provide 4'x 4' signs at locations indicated by the engineer, stating that the bridge is closed to oversized loads.

IV. TEMPORARY PAVEMENT STRIPING

Skip lines through the length of the tapers for lane closures and other striping as directed by the Engineer shall be temporarily covered with 6" black removable tape. Permanent removal of all other pavement striping for traffic control shall be considered incidental to Maintain and Control Traffic in accordance with Section 112.04.15. Temporary pavement striping shall be paid only once per course in accordance with Section 112.04.08. The Contractor shall replace any temporary striping that becomes damaged or fails to adhere to the pavement before dark on the day of notification. Liquidated damages shall be assessed the Contractor at a rate of \$500 per day for failing to replace temporary striping within this time limit.

V. LANE CLOSURES

The lengths of lane closures shall be only that needed for actual operations in accordance with the phasing specified herein, or as directed by the Engineer. Do not use cones for lane closures; use barrels or barricades only. .

Efforts shall be made to avoid delaying school bus traffic whenever possible.

VI. PROJECT PHASING & CONSTRUCTION PROCEDURES

No vehicles shall be on the closed portion of the bridge during beam repair, placement, and curing.

Maintain, as a minimum one lane of traffic at all times in accordance with Standard Drawing No. TTC-110. Provide additional traffic control or flaggers as directed by the engineer. The clear lane width required is:

<u>Structure</u>	<u>Minimum Clear Lane Width</u>
FE02-043-0062-B00037N	10' - 0"

Note: Due to the restricted clear lane width, oversized loads will need to be detoured around the construction site.

Lane closures will not be permitted on these days:

Easter Weekend (Thursday-Sunday)

Memorial Day Weekend (Friday-Monday)

Independence Day, when July 4th is on Tuesday, Wednesday, or Thursday;
or

Independence Day Weekend, when July 4th is on Monday (Saturday-Monday) or Friday (Friday-Sunday)

Labor Day Weekend (Friday-Monday)

Thanksgiving Day Weekend (Thursday-Sunday)

Christmas/New Years (December 24-January 2)

VII. VARIABLE MESSAGE SIGNS

If deemed necessary by the engineer, variable message signs will be installed, operated, and maintained by the department.

SPECIAL NOTE FOR CONCRETE CURB REPAIR

- I. DESCRIPTION.** *Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2008 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.*

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Remove damaged concrete curb and guardrail components as shown in the attached drawings; (3) Form and place new concrete curb as specified by this note and as shown on the attached detail drawing; (4) Finish and cure the new curb; (5) Drill and grout threaded rod as shown in detail drawings. Attach guardrail posts and guardrail. (6) Maintain and control traffic; and (7) Any other work specified as part of this contract.

II. MATERIALS.

Class "M" Concrete. Use Either M1 or M2. See Section 601

Steel Reinforcement. Use Grade 60. See Section 602.

Epoxy Bond Coat. See Section 511.

Guardrail Components. See Section 814.

III. CONSTRUCTION.

- A. Remove Existing Materials.** Remove existing concrete curb fully in areas designated in attached drawings using hammers weighing 40 pounds or less. Dispose of all removed material entirely away from the job site as approved by the Engineer. Clean and leave existing steel reinforcement in place. This work is incidental to the contract unit price for "Bridge Guardrail Repair".

Clean and leave all existing steel reinforcement encountered in place. Damaged steel reinforcement will be repaired/replaced as directed by the Engineer at no additional cost to the Department.

Protect the plinths from damage throughout the life of the project.

- B. Placing New Concrete.** After removing the damaged areas of the curb, repair and/or re-tie existing steel reinforcement as directed by the Engineer and form the curb to the original dimensions. Blast clean all areas of existing concrete and structural steel to come in contact with new concrete until free of all laitance and deleterious substances immediately prior to the placement of the new curb. The interfaces of the new and old concrete shall be as nearly vertical and horizontal as possible. The surface areas of existing concrete to come in contact with the new Class "M" Concrete are to be coated with an epoxy bond coat immediately prior to placing new concrete in accordance with Section 511. Place Class "M" concrete for the curb in accordance with Section 601.03.09 and as shown on the attached detail drawing(s).

- C. Additional Steel Reinforcement.** Replace any damaged steel reinforcement as directed by the Engineer at no additional cost to the Department. Furnish for replacement, as directed by the Engineer, 40 linear feet of epoxy coated steel reinforcing bars of ½"-diameter by 4'-lengths. Place these bars in areas deemed by the Engineer to require additional reinforcement. Ensure that all exposed steel reinforcement is tied in accordance with Section 602.03.04 prior to pouring the new Class "M" concrete. Deliver unused bars to the Local County Maintenance Barn. Field cutting and bending is permitted. Payment will be made in accordance with Section 602.
- D. Curb Finish.** Finish and cure in accordance with Section 601.03.17. Finish to match the existing curb as much as possible.
- E. Install New Guardrail Components.** Drill and grout threaded rods as shown on the attached detail drawings. Attach guardrail posts and guardrail as directed by the Engineer.

IV MEASUREMENT.

- A. Concrete Curb Repair.** The Department will measure the quantity in linear feet of curb repaired.
- B. Steel Reinforcement.** See Section 602.

V. PAYMENT.

- A. Concrete Curb Repair.** Payment at the contract unit price per linear foot is full compensation for removing and disposing of specified existing materials, blast cleaning, concrete, installing new guardrail components, and all incidental items necessary to complete the work as specified by this note and as shown on the attached detail drawing(s).
- B. Steel Reinforcement.** See Section 602.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawing(s).

**SPECIAL NOTE FOR CONTRACT COMPLETION DATE
AND
LIQUIDATED DAMAGES ON BRIDGE REPAIR
CONTRACTS**

- I. COMPLETION DATE.** The Contractor has the option of selecting the starting date for this Contract. Once selected, notify the Department in writing of the date selected at least two weeks prior to beginning work. All work is to be completed in the 2008 construction season by November 17, 2008. An allotted number of working days are assigned to each structure in this contract as shown below.

<u>STRUCTURE</u>	<u>NUMBER OF WORKING DAYS</u>
B00037N	30

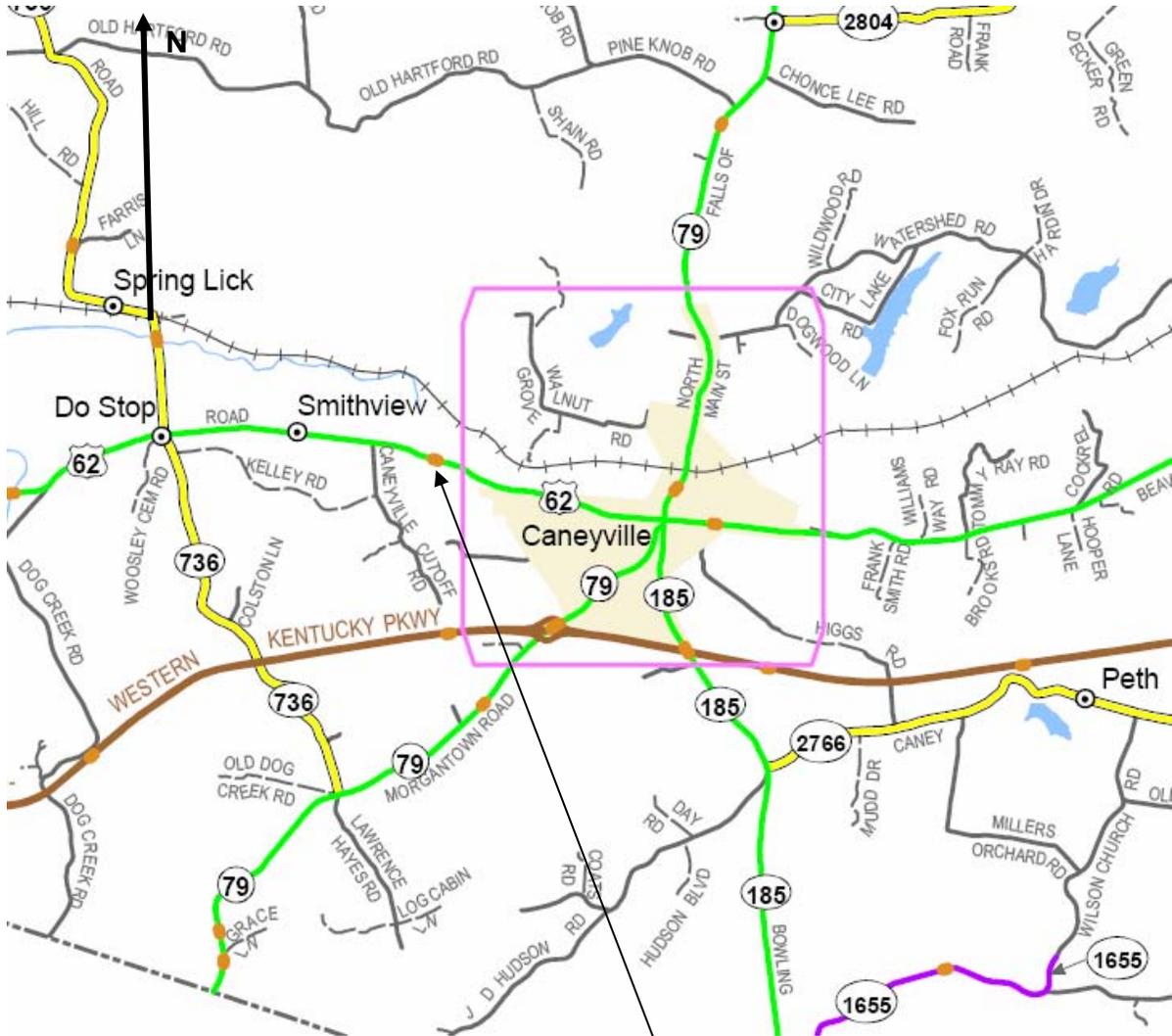
Contrary to Section 108.07.02, the Engineer will begin charging working days for a structure on the day the Contractor starts work or sets up traffic control on that particular structure.

- II. LIQUIDATED DAMAGES.** Liquidated damages will be assessed the Contractor in accordance with the Transportation Cabinet, Department of Highway's 2008 Standard Specifications for Road and Bridge Construction, Section 108.09, when either the allotted number of working days or the November 17, 2008 date is exceeded.

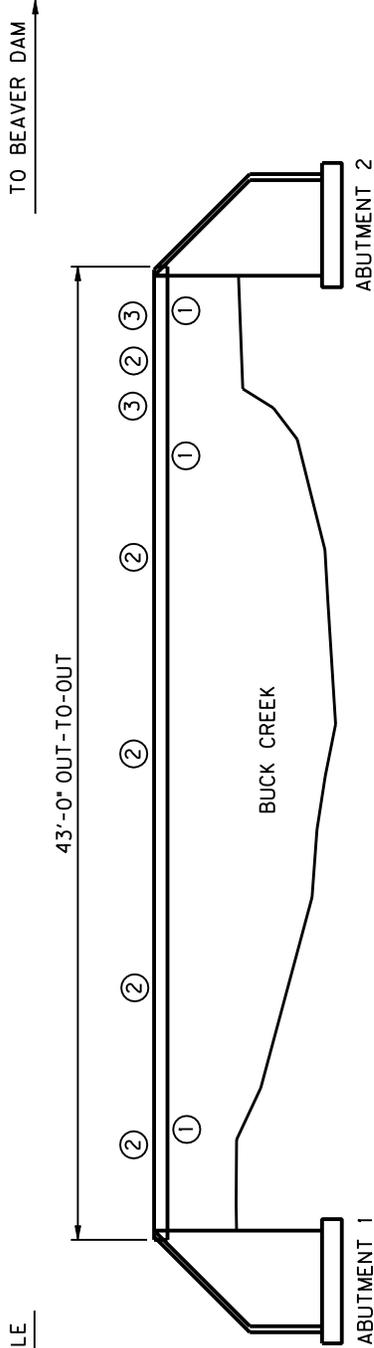
Contrary to the Standard Specifications, liquidated damages will be assessed the Contractor during the months of December, January, February and March when the contract time has expired on any individual bridge or bridges. Contract time will be charged during these months.

All construction must be completed in accordance with the weather limitations specified in Section 606 and/or Section 601 as applicable. No extension of Contract time will be granted due to inclement weather or temperature limitations that occur due to starting work on the Contract or a structure late in the construction season.

GRAYSON COUNTY

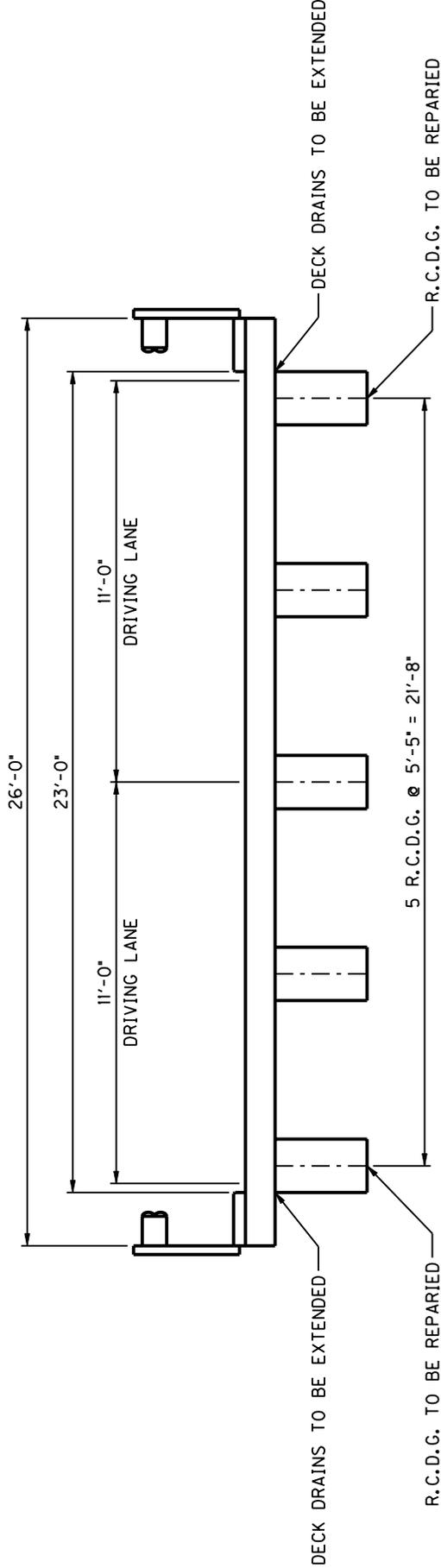


FE02-043-0062-B00037N
US 62 over Buck Creek
1.6 Miles West of JCT KY 79
Beam Repair, Deck Drain Extension, and
Guardrail Repair
Latitude: 37° 25' 48" N
Longitude: 86° 30' 58" W



ELEVATION

- ① R.C.D.G. TO BE REPAIRED
- ② DECK DRAINS TO BE EXTENDED
- ③ GUARDRAIL TO BE REPAIRED

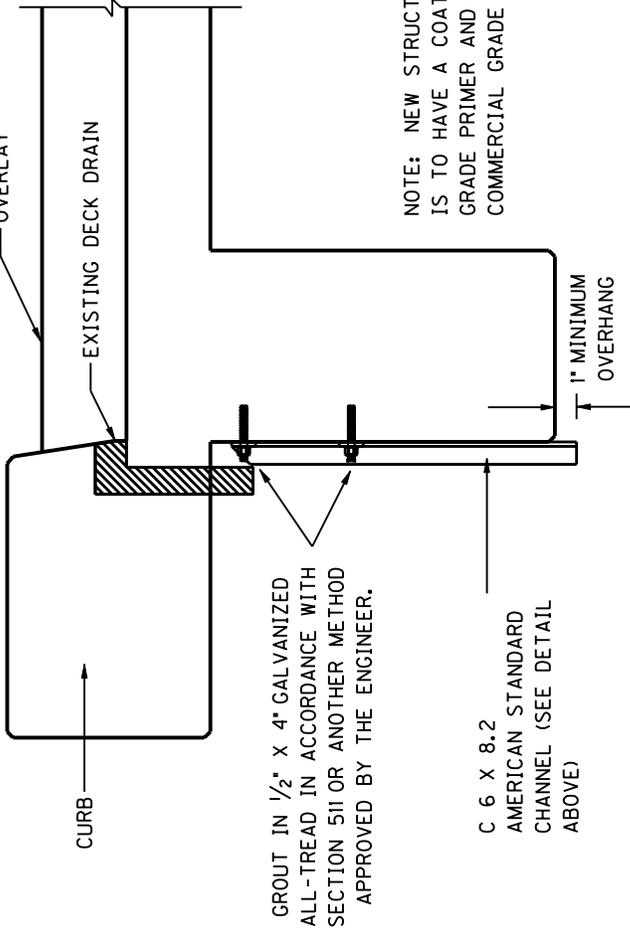


TYPICAL SECTION

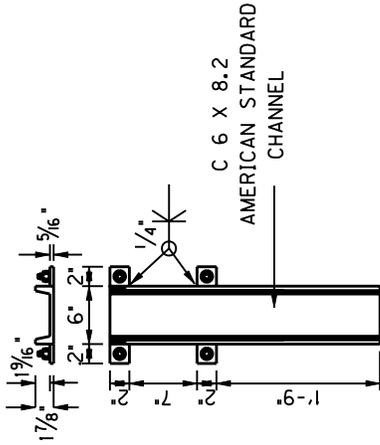
FE02-043-0062-B00037N

Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS		Contract
COUNTY GRAYSON		
ROUTE US 62	CROSSING BUCK CREEK	
ELEVATION AND TYPICAL SECTION		
PREPARED BY PALMER ENGINEERING CO.		
SHEET NO. 1	TOTAL SHEETS 1	DRAWING NO. 1

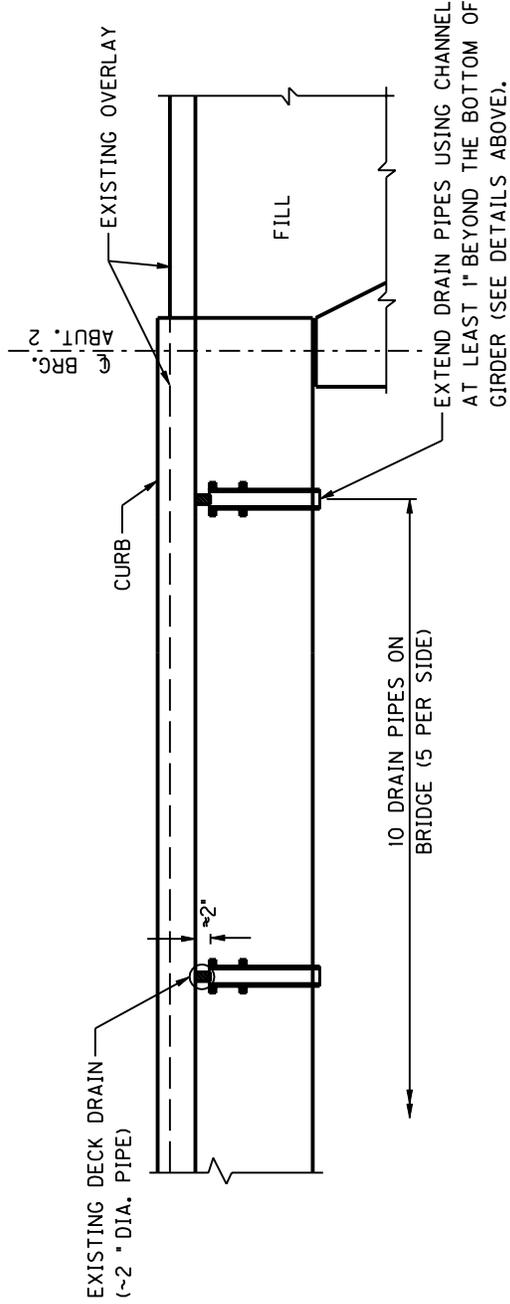
NOT TO SCALE



CHANNEL FOR DECK DRAIN EXTENSION



DECK DRAIN EXTENSION DETAIL



FE02-043-0062-B00037N

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS

COUNTY
GRAYSON

ROUTE CROSSING
US 62 BUCK CREEK

DRAIN EXTENSION DETAILS

PREPARED BY

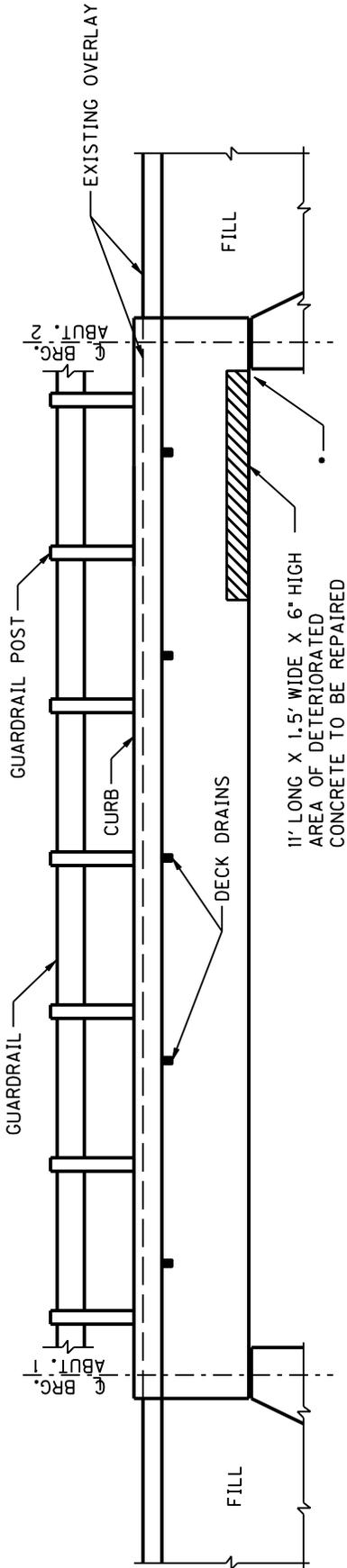
PALMER ENGINEERING CO.

Contract ID
Page

SHEET NO. **2** / TOTAL SHEETS **3**
DRAWING NO. **01**

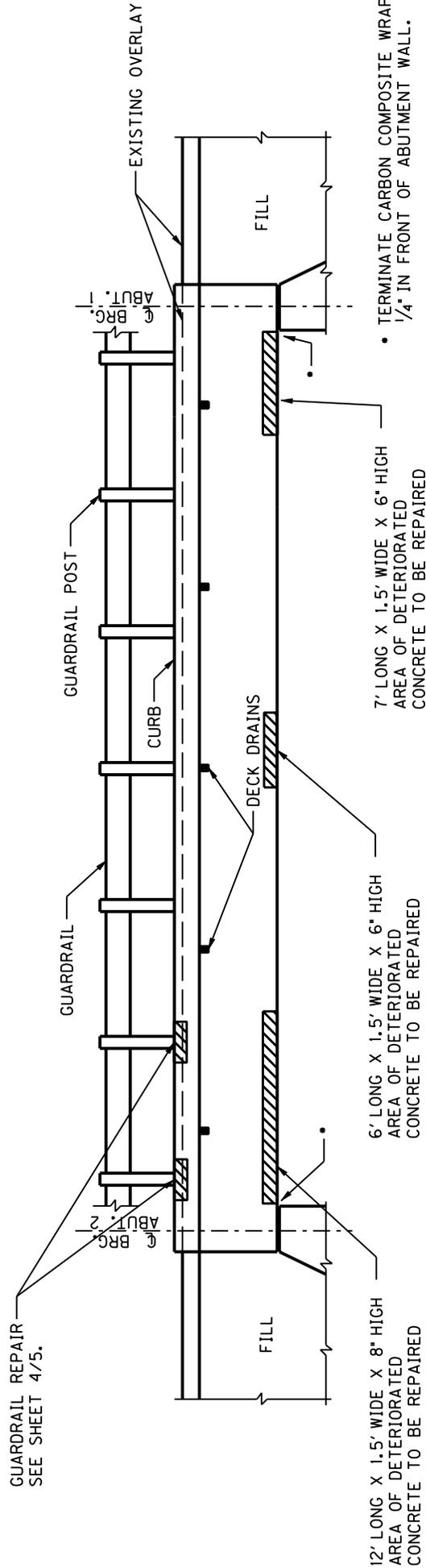
END ELEVATION @ ABUTMENT 2

NOT TO SCALE



NOTE:
ALL WORK TO BE COMPLETED IN ACCORDANCE WITH SECTION 510 FOR "SEALING AND PATCHING CONCRETE WITH EPOXY RESIN" AND SPECIAL NOTE FOR CONCRETE REPAIR USING EPOXY MORTAR AND CARBON COMPOSITE WRAP.

LOOKING UPSTREAM



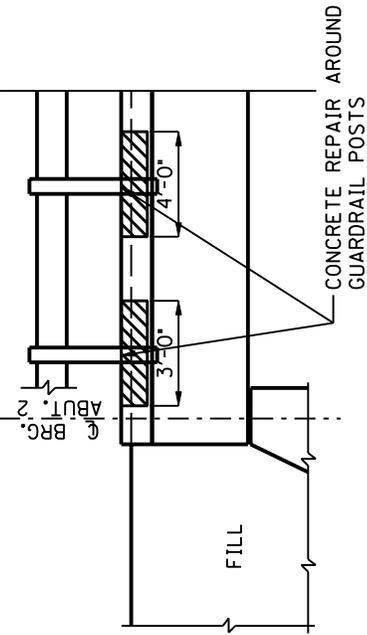
NOTE:
DETERIORATED CONCRETE FOUND IN AREAS NOT INDICATED BY THIS DRAWING SHALL ALSO BE REPAIRED AS DIRECTED BY THE ENGINEER.

LOOKING DOWNSTREAM

FE02-043-0062-B00037N

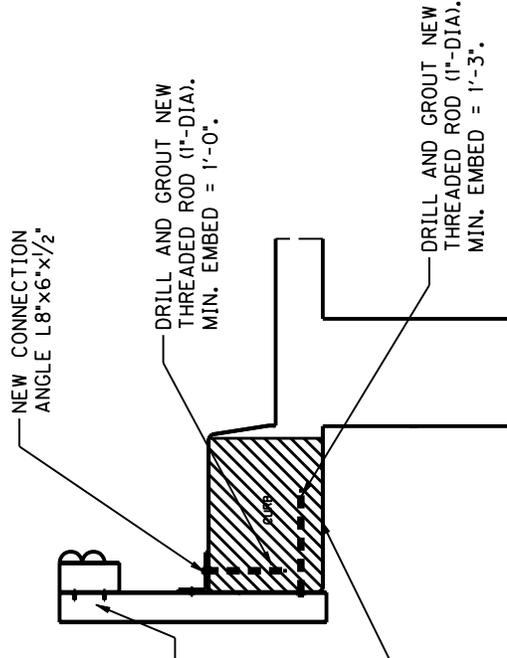
Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS		Contract ID
COUNTY GRAYSON		Page
ROUTE US 62	CROSSING BUCK CREEK	SHEET NO. 3
CONCRETE BEAM REPAIR		OF 8
PREPARED BY PALMER ENGINEERING CO.		DRAWING NO. 1

NOT TO SCALE



LOOKING DOWNSTREAM

USE EXISTING POSTS AND SPACERS. REPLACE CONNECTION ANGLES, BOLTS AND NUTS. REPLACE GUARDRAIL AS DIRECTED BY ENGINEER.

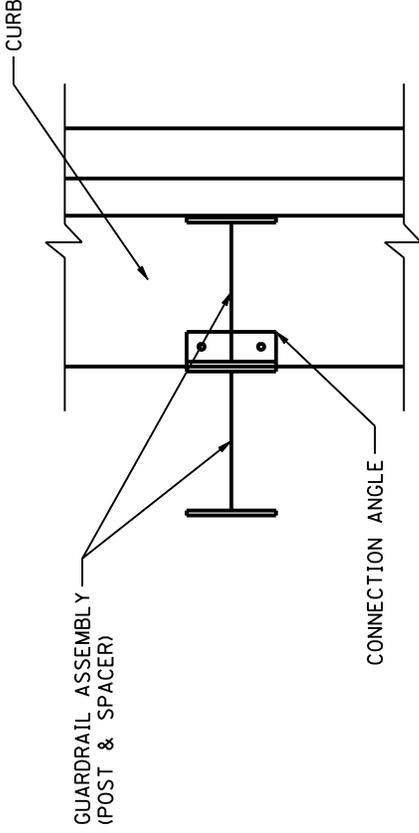


FULL CURB REMOVAL AND REPLACEMENT IN DESIGNATED PORTIONS. SEE SPECIAL NOTE FOR CURB REPAIR

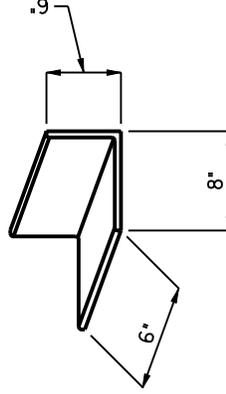
NOTES: CLEAN AND LEAVE STEEL REINFORCEMENT IN PLACE

REPLACE ANY DAMAGED COMPONENTS "IN KIND" AS DIRECTED BY THE ENGINEER

CURB SECTION



PLAN VIEW GUARDRAIL



CONNECTION ANGLE DETAIL

FE02-043-0062-B00037N

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS

COUNTY
GRAYSON

ROUTE
US 62

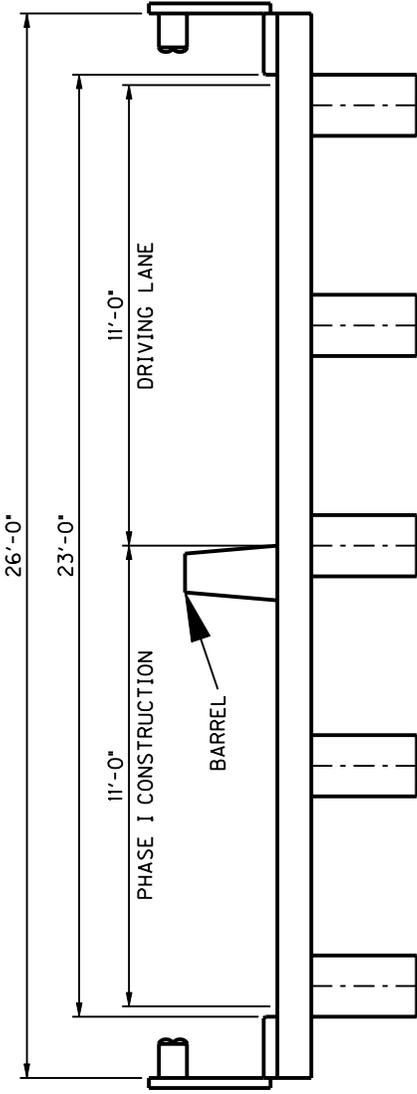
CROSSING
BUCK CREEK

CURB/GUARDRAIL REPAIR

PREPARED BY

PALMER ENGINEERING CO.

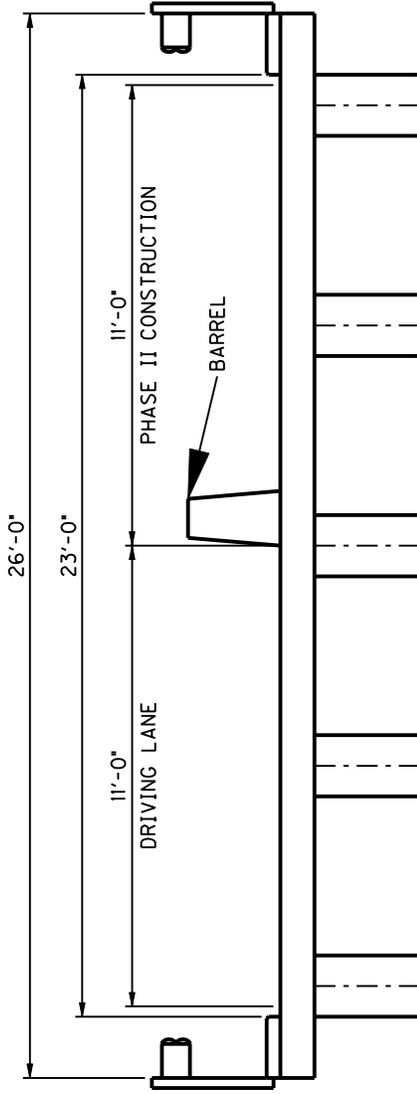
NOT TO SCALE



TYPICAL SECTION - MOT PHASE I

(LOOKING AHEAD)

- DURING BEAM REPAIR (PLACEMENT & CURING), NO VEHICLES ARE TO BE ON THE SIDE OF THE BRIDGE UNDER REPAIR.



TYPICAL SECTION - MOT PHASE II

(LOOKING AHEAD)

FE02-043-0062-B00037N

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS

COUNTY
GRAYSON

ROUTE
US 62

CROSSING
BUCK CREEK

PREPARED BY
MOT - TYPICAL SECTIONS

SHEET NO. 5 / 5

PALMER ENGINEERING CO.

- REFERENCE STANDARD DRAWING TTC-110 FOR MAINTENANCE OF TRAFFIC.

NOT TO SCALE

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

Any reference in the plans or proposal to the *Standard Specifications for Road and Bridge Construction, Edition of 2004*, and *Standard Drawings, Edition of 2000* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2008* and *Standard Drawings, Edition of 2003*.

Special Notes [SN] and Special Provisions [SP] marked with an asterisk * and listed under Part II of the Table of Contents within this proposal can be referenced in the *Standard Specifications for Road and Bridge Construction, Edition of 2008*. Special Notes and Special Provisions not marked with an asterisk will be attached to this proposal.

**Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition**
(Effective with the February 22, 2008 Letting)

SUBSECTION:	837.03.01 Composition.		
REVISION:	COMPOSITION Table:		
	Replace		
	Lead Chromate	0.0 max.	4.0 min.
	with		
	Heavy Metals Content	Comply with 40 CFR 261	

STANDARD DRAWINGS THAT APPLY

FE02-043-0062-B00037N

TRAFFIC:

Lane Closure Using Traffic Signals	TTC-110
Miscellaneous Traffic Control Devices	TTD-100
Miscellaneous Traffic Control Devices	TTD-105
Post Splicing Detail	TTD-110

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.....\$5.85**

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

PART IV
INSURANCE

INSURANCE

The Contractor shall carry the following insurance in addition to the insurance required by law:

1. Contractor's Public Liability Insurance not less than \$100,000.00 for damages arising out of bodily injuries to or death to one person. Not less than \$300,000.00 for damages arising out of bodily injuries to or death to two or more persons.
2. Contractor's Property Damages Liability Insurance. Not less than \$100,000.00 for all damages arising out of injury or destruction of property in any one accident. Not less than \$300,000.00 for all damages during the policy period.
3. Contractor's Protective Public Liability and Property Damage Insurance. The contractor shall furnish evidence with respect to operations performed for him by subcontractors that he carries in his own behalf for the above stipulated amounts.
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. 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.

PART V

STATEMENT OF INCOMPLETE WORK

STATEMENT OF INCOMPLETED WORK

All active prime contracts must be reported. This includes prime contracts with public and private owners and joint-ventured contracts. The names of the joint venturers must be shown when reporting these projects. A machine or typed listing reporting the status of each contract is acceptable when attached to this report; however, the total amounts on the itemized listing must be reported in the space provided below:

CONTRACT WITH	PROJECT IDENTIFICATION	PRIME CONTRACT AMOUNT	EARNINGS THROUGH LAST APPROVED ESTIMATE	TOTAL AMOUNT OF WORK REMAINING
TOTAL (Attach Summary if not itemized above)		\$	\$	\$

PART VI
BID ITEMS

TRANSPORTATION CABINET

Department of Highways

FRANKFORT, KY 40622

Sheet No: 1

Contract ID: 08-2910

GRAYSON COUNTY

FE02 043 0062 B00037

Letting: 2/22/08

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
		BRIDGE			.	.
0010	02562	SIGNS	245.00	SQFT	.	.
0020	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	.	.
0030	02653	LANE CLOSURE	2.00	EACH	.	.
0040	03302	REPAIR CONCRETE CURB	7.00	LF	.	.
0050	04933	TEMP SIGNAL 2 PHASE	1.00	EACH	.	.
0060	06549	PAVE STRIPING-TEMP REM TAPE-B 6"	406.00	LF	.	.
0070	06550	PAVE STRIPING-TEMP REM TAPE-W	363.00	LF	.	.
0080	06551	PAVE STRIPING-TEMP REM TAPE-Y	500.00	LF	.	.
0090	08151	STEEL REINFORCEMENT-EPOXY COATED	27.00	LB	.	.
0100	20599EC	CONCRETE BEAM REPAIR	234.00	SQFT	.	.
0110	20600NC	DECK DRAIN EXTENSION	10.00	EACH	.	.
		DEMobilIZATION			.	.
0120	02569	DEMobilIZATION	1.00	LS	.	.
TOTAL BID					\$.

PART VII
CERTIFICATIONS

PROVISIONS RELATIVE TO SENATE BILL 258 (1994)

During the performance of the contract, the contractor agrees to comply with applicable provisions of:

1. KRS 136 Corporation and Utility Taxes
2. KRS 139 Sale and Use Taxes
3. KRS 141 Income Taxes
4. KRS 337 Wages and Hours
5. KRS 338 Occupational Safety and Health of Employees
6. KRS 341 Unemployment Compensation
7. KRS 342 Workers Compensation

Any final determinations of a violation by the contractor within the previous five (5) years pursuant to the applicable statutes above are revealed as follows:

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY _____

PROJECT NO. _____

I, _____, _____, under
(Name of officer signing certification) (Title)

penalty of perjury under the laws of the United States, do hereby certify that

(Insert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

(Signature)

(Title)

REVISED: 8-23-89

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY _____

PROJECT NO. _____

I, _____, _____, under
(Name of officer signing certification) (Title)

penalty of perjury under the laws of the United States, do hereby certify that

(Insert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

(Signature)

(Title)

REVISED: 8-23-89

CERTIFICATION OF BID PROPOSAL

We (I) propose to furnish all labor, equipment and materials necessary to construct and/or improve the subject project in accordance with the plans, the Transportation Cabinet's Standard Specifications for Road and Bridge Construction, current edition, special provisions, notes applicable to the project as indicated herein and all addenda issued on this project subsequent to purchase of proposal.

We (I) attach a bid proposal guaranty as provided in the special provisions in an amount not less than 5% of the total bid. We agree to execute a contract in accordance with this bid proposal within 15 calendar days after the receipt of the notice of award for the project.

We (I) have examined the site of proposed work, project plans, specifications, special provisions, and notes applicable to the project referred to herein. We understand that the quantities shown herein are estimated quantities subject to increase or decrease as provided in the specifications.

We (I) acknowledge receipt of all addendum(s) (if applicable) and have made the necessary revisions to the bid proposal. We have considered all addendum(s) in the calculation of the submitted bid and applied the updated bid items, which are included.

- No Addendum(s) have been posted

Name of Contracting Firm

BY: _____
Authorized Agent (Signature) Title

Address City State Zip Code

Telephone Number

When two or more organizations bid as a joint venture, enter names of each organization and an authorized agent for each organization must sign above.