



**CALL NO. 324**

**CONTRACT ID. 242996**

**MARTIN COUNTY**

**FED/STATE PROJECT NUMBER FE02 080 0645 B00021L&R**

**DESCRIPTION ULYSSES - INEZ ROAD (KY 645)**

**WORK TYPE BRIDGE REPAIRS EXPANSION JOINTS**

**PRIMARY COMPLETION DATE 11/15/2024**

**LETTING DATE: July 18,2024**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME July 18,2024. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

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

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**PART I**  
**SCOPE OF WORK**

## ADMINISTRATIVE DISTRICT - 12

**CONTRACT ID - 242996**

**FE02 080 0645 B00021L&R**

**COUNTY - MARTIN**

**PCN - MB08006452301**

**FE02 080 0645 B00021L&R**

ULYSSEE - INEZ ROAD (KY 645) BRIDGE 080B00021L&R OVER ROCKHOUSE FORK AT MP 01.04, A DISTANCE OF 0.02 MILES.BRIDGE REPAIRS EXPANSION JOINTS

GEOGRAPHIC COORDINATES LATITUDE 37:54:47.00 LONGITUDE 82:34:51.00

ADT

**COMPLETION DATE(S):**

COMPLETED BY 11/15/2024

APPLIES TO ENTIRE CONTRACT

40 CALENDAR Days

APPLIES TO 080B00021L & R

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

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

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

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

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

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

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

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

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

### **HARDWOOD REMOVAL RESTRICTIONS**

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

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

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

### **ACCESS TO RECORDS**

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and

shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

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

### **BOYCOTT PROVISIONS**

If applicable, the contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

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

### **LOBBYING PROHIBITIONS**

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

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

Revised: 2/29/2024

## **1.0 BUY AMERICA REQUIREMENT.**

Follow the “Buy America” provisions as required by 23 U.S.C. § 313 and 23 C.F.R. § 635.410. Except as expressly provided herein all manufacturing processes of steel or iron materials including but not limited to structural steel, guardrail materials, corrugated steel, culvert pipe, structural plate, prestressing strands, and steel reinforcing bars shall occur in the United States of America, including the application of:

- Coating,
- Galvanizing,
- Painting, and
- Other coating that protects or enhances the value of steel or iron products.

The following are exempt, unless processed or refined to include substantial amounts of steel or iron material, and may be used regardless of source in the domestic manufacturing process for steel or iron material:

- Pig iron,
- Processed, pelletized, and reduced iron ore material, or
- Processed alloys.

The Contractor shall submit a certification stating that all manufacturing processes involved with the production of steel or iron materials occurred in the United States.

Produce, mill, fabricate, and manufacture in the United States of America all aluminum components of bridges, tunnels, and large sign support systems, for which either shop fabrication, shop inspection, or certified mill test reports are required as the basis of acceptance by the Department.

Use foreign materials only under the following conditions:

- 1) When the materials are not permanently incorporated into the project; or
- 2) When the delivered cost of such materials used does not exceed 0.1 percent of the total Contract amount or \$2,500.00, whichever is greater.

The Contractor shall submit to the Engineer the origin and value of any foreign material used.

## **2.0 – BUILD AMERICA, BUY AMERICA (BABA)**

Contractor shall comply with the Federal Highway Administration (FHWA) Buy America Requirement in 23 C.F.R. § 635.410 and all relevant provisions of the Build America, Buy America Act (BABA), contained within the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52 enacted November 15, 2021. The BABA requires iron, steel, manufactured products, and construction materials used in infrastructure projects funded by federal financial assistance to be produced in the United States. Comply with 2 C.F.R § 184.

BABA permits FHWA participation in the Contract only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used, and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the total contract amount under the Contract or \$2,500.00 whichever is greater.

BABA permits FHWA participation in the Contract only if all “construction materials” as defined in the Act are made in the United States. The Buy America preference applies to the following construction materials



SPECIAL NOTE – BUY AMERICA REQUIREMENTS AND BUILD  
AMERICA, BUY AMERICA (BABA) ACT

10/26/2023

incorporated into infrastructure projects: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); Fiber optic cable; optical fiber; lumber; engineered wood; and drywall. Contractor will be required to use construction materials produced in the United States on this Project. The Contractor shall submit a certification stating that all construction materials are certified to be BABA compliant.

Finally, BABA permits the continuation of FHWA's current general applicability waivers for manufactured products, raw materials, and ferryboat parts, but these waivers are subject to reevaluation, specifically the general applicability waiver for manufactured products.

The Contractor has completed and submitted, or shall complete and submit, to the Cabinet a Buy America/Build America, Buy America Certificate prior to the Cabinet issuing the notice to proceed, in the format below. After submittal, the Contractor is bound by its original certification.

A false certification is a criminal act in violation of 18 U.S.C. § 1001. The Contractor has the burden of proof to establish that it is in compliance.

At the Contractor's request, the Cabinet may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist under 23 C.F.R. § 635.410(c) or will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Cabinet.

Please refer to the Federal Highway Administration's Buy America webpage for more information.

[Buy America - Construction Program Guide - Contract Administration - Construction - Federal Highway Administration \(dot.gov\)](#)

October 26, 2023 Letting

SPECIAL NOTE – BUY AMERICA REQUIREMENTS AND BUILD AMERICA, BUY AMERICA (BABA) ACT

10/26/2023

**BUY AMERICA / BUILD AMERICA, BUY AMERICA (ACT) MATERIALS CERTIFICATE OF COMPLIANCE**

The Contractor hereby certifies that it will comply with all relevant provisions of the Build America, Buy America Act, contained within the Infrastructure Investment and Jobs Act, Pub. L. NO. 117-58, §§ 70901-52, the requirements of 23 U.S.C. § 313, 23 C.F.R. § 635.410 and 2 C.F.R § 184.

Date Submitted: \_\_\_\_\_

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE: THIS CERTIFICATION IS IN ADDITION TO ANY AND ALL REQUIREMENTS OUTLINED IN THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND/OR SPECIAL NOTES CONTAINED IN THE PROJECT PROPOSAL.**

## **SPECIAL NOTE FOR RECIPROCAL PREFERENCE**

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

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

April 30, 2018

**SPECIAL NOTES  
DISTRICT NO. 12  
BRIDGE REPAIRS EXPANSION JOINTS  
MARTIN COUNTY  
CID 242996**

**FE02 080 0645 B00021L 01.04**

Martin County ~ KY 645 (Ulysses - Inez) over Rock House Fork

***Geographic Coordinates***

Latitude 37° 54' 47.00'' (37.9129)

Longitude -82° 34' 51.00'' (-82.5808)

**Description**

114' WSPG Drawing No. 19883

**FE02 080 645 B00021R 01.04**

Martin County ~ KY 645 (Ulysses - Inez) over Rock House Fork

***Geographic Coordinates***

Latitude 37° 54' 46.00'' (37.9128)

Longitude -82° 34' 51.00'' (-82.5809)

**Description**

114' WSPG Drawing No. 19883

**SPECIAL NOTES FOR BRIDGE REPAIRS EXPANSION JOINTS**

SPECIAL NOTE FOR ELIMINATING TRANSVERSE AND LONGITUDINAL JOINTS ON BRIDGES

SPECIAL NOTE FOR BEARING RETAINER

SPECIAL NOTE FOR FILL REPAIR

SPECIAL NOTE FOR PREVENTIVE MAINTENANCE

SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND PENALTIES ON BRIDGE REPAIR CONTRACTS

SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS

## **SPECIAL NOTE FOR ELIMINATING TRANSVERSE AND LONGITUDINAL JOINTS ON BRIDGES**

- 1. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings (current editions), this Note, and the Attached Detailed Drawings. Section references are to the Standard Specifications. This work consists of the following: (1) Furnish all labor, materials, tools, and equipment, (2) Remove existing concrete, armored edges and expansion device(s), (3) Place new concrete, steel reinforcement and armored edges as specified and (4) Any other work specified as part of this contract.
- 2. MATERIALS.**

  - A. Class "M" Concrete.** Use either "M1" or "M2". See Section 601.
  - B. Structural Steel.** Use new, commercial grade steel suitable for welding. The Engineer will base acceptance on visual inspection. See Standard Drawings BJE-001 and BJE-005 C.E.
  - C. Stud Anchors.** The armored edge stud anchors are  $\frac{3}{4}$ " embedded stud shear connectors conforming to ASTM A108, Grade 1015 (Nelson Studs or equal).
  - D. Epoxy Coated Steel Reinforcement.** Use Grade 60. See Section 602.
  - E. Epoxy Bond Coat.** See Section 511.
- 3. EQUIPMENT.**

  - A. Hammer.** See Section 606.02.10 B.
  - B. Sawing Equipment.** See Section 606.02.10 C.
  - C. Hydraulic Impact Equipment.** See Section 606.02.10 D.
- 4. CONSTRUCTION.**

  - A. Remove Existing Materials.** Remove the existing transverse joints, joint filler, and specified areas of concrete as shown on the plans in accordance with Section 606.03.03 or as directed by the Engineer. Clean and leave all existing steel reinforcement encountered in place. Existing steel reinforcement may be bent and/or cut to accommodate new construction. Damaged steel reinforcement will be repaired/replaced as directed by the Engineer at no additional cost to the Department. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Eliminate Transverse Joint".
  - B. Additional Steel Reinforcement.** Furnish for this work steel reinforcing bars as shown on the plans. Splice these bars to the existing longitudinal reinforcement in the deck and curb/sidewalk in the areas of removed concrete to tie the slabs together as shown on the plans. Ensure that all exposed steel reinforcement is tied in accordance with Section 602.03.04 prior to pouring the new Class "M" concrete.

- C. Place New Concrete and Armored Edges.** 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 Class "M" Concrete. 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. The interfaces of the new and old concrete shall be as nearly vertical and horizontal as possible. Place new Class "M" Concrete and Armored Edges to the existing grade as directed by the Engineer. Provide blocking to prevent concrete from falling between the end wall and the end of beams
  - D. Mastic Tap.** Mastic tap shall cover the joint between the top of abutment cap and slab be looped 1 ½" to allow for movement as shown in the detailed drawings. Splicing shall be in accordance with manufacturer's specifications. All cost to furnish and install the mastic tap shall be incidental to Eliminate Transverse Joint.
  - E. Tar Paper.** Tar paper shall be placed between the new cap concrete and the slab concrete to provide a bond breaker. All cost to furnish and install the tar paper shall be incidental to Eliminate Transverse Joint.
  - F. Stage Construction.** Installation of concrete in two (or more if specified) stages is necessary.
  - G. 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.
  - H. Residual Lead.** Residual lead paint may still be on bridge. The Contractor is advised to take all necessary protective measures including worker safety and environmental regulations when performing surface preparation. The Department will not consider any claims based on residual lead paint.
  - I. Verifying Field Conditions.** The Contractor shall field verify all dimensions before ordering any material. New material that is unsuitable due to variation in existing structure shall be replaced at the Contractors expense.
  - J. Damage to the Structure.** The Contractor shall bear all responsibility and expense for any and all damage to the structure during the repair work even to removal and replacement of a fallen span, should the fallen span result from the Contractor's actions.
- 5. MEASUREMENT.**
- A. Eliminate Transverse Joint.** The Department will measure the quantity in linear feet from plinth to plinth perpendicular to the centerline of the bridge.
  - B. Eliminate Longitudinal Joint.** The Department will measure the quantity in linear feet from end to end of slab.
  - C. Armored Edge for Concrete.** The Department will measure the quantity in linear feet from gutter line to gutter line along the face of the bridge end.
  - D. Steel Reinforcement.** See bill of reinforcement.

6. **PAYMENT.**
  - A. **Eliminate Transverse Joint (03300) and Eliminate Longitudinal Joint (24275EC).** Payment at the contract unit price per linear foot is full compensation for furnishing equipment, labor, tools, and materials needed to complete removal and disposal of the specified existing materials, cleaning and straightening of existing steel reinforcement, furnishing and installing the concrete, armored edges and steel reinforcement 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 drawings.
  - B. **Armored Edge for Concrete (03299).** Payment at the contract unit price per linear foot is full compensation for placing new armored edge, any approach pavement repair 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 detailed drawings.
  - F. **Epoxy Coated Steel Reinforcement (08151).** Payment shall be by contract unit price per pound.



## SPECIAL NOTE FOR BEARING RETAINER

1. **DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings (current editions), this note, and the attached detailed drawings for Bearing Retainer. Section references are to the Standard Specifications. This work consists of the following: (1) Furnish all labor, materials, tools, and equipment. (2) Bearing Retainer. (3) Any other work specified as part of this contract.
  
2. **MATERIALS.**
  - A. **Structural Steel**

ASTM Material, A709 Grade 50 Structural Steel Plates and Shapes. Minimum structural steel yield strength  $F_y \sim 50,000$  psi.
  - B. **Expansion Anchors.**

Expansion anchors shall be 3/4" diameter HILTI KWIK Bolt 3 SS or equal with a working shear capacity of 5.5 K minimum.
  - C. **Paint.**

See Section 607 or ASTM A123 for Galvanizing.
  
3. **CONSTRUCTION.**
  - A. **Bearing Retainer.**

Complete bearing retainer as specified in this special note and shown in the attached detailed drawings. The bearing retainer may be installed after cleaning and painting is completed.
  - B. **Expansion Anchors.**

See attached detailed drawings.
  - C. **Cleaning and Painting.**

All new steel shall be shop cleaned and receive the prime coat in accordance with Section 607. Finish and intermediate coats shall be field applied. In lieu of painting all new steel may be galvanized.
  - D. **Verifying Field Conditions.**

The Contractor shall field verify all plate and shape dimensions, bolt patterns and locations before ordering any material. New material that is unsuitable due to variation in existing structure shall be replaced at the Contractors expense.
  - E. **Damage to the structure.**

The Contractor shall bear all responsibility and expense for any and all damage to the structure during the repair work, even to the removal and replacement of a fallen span, should the fallen span result from the Contractors actions.
  
4. **MEASUREMENT.**
  - A. **Bearing Retainer.** The Department will measure the quantity as "Each" for Bearing Retainer"
  
5. **PAYMENT.**
  - A. **Bearing Retainer (23166ED).** Payment at the contract unit price for "Each" is full compensation for furnishing and installing all material as specified.

### **SPECIAL NOTE FOR FILL REPAIR**

- 1. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings (Current Editions), 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) Place all flowable fill and (3) Any other work specified as part of this contract.
  
- 2. MATERIALS.**
  - A. Flowable Fill.** See Section 601.
  
- 3. CONSTRUCTION.**
  - A. Placing Flowable Fill.** Place flowable as shown in the attached detailed drawings and in accordance with Section 601. Any loose rock, dirt, etc. that needs to be removed prior to placing the flowable fill as determined by the Engineer shall be considered incidental to the unit price bid for Flowable Fill.
  
- 5. MEASUREMENT.**
  - A. Flowable Fill.** The Department will measure the quantity in Cubic Yards
  
- 6. PAYMENT.**
  - A. Flowable Fill (02220).** Payment at the contract unit price per Cubic Yard is full compensation for placing all flowable fill 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 detailed drawings.

## SPECIAL NOTE FOR PREVENTIVE MAINTENANCE

### 1. DESCRIPTION.

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, (current editions), this Note and Attached Detailed Drawings. Section references are to the Standard Specifications. This work consists of the following: (1) Furnish all labor, materials, tools, and equipment, (2) Bridge Cleaning, (3) Concrete Coatings (4) Bearing Lubrication (5) Any other work specified as part of this contract.

### 2. MATERIALS.

#### B. Wash Water

Use clean potable water for all pressure washing.

#### C. Concrete Coatings

See The Division of Material's list of approved materials for concrete coatings and Section 821.

#### D. Rust Inhibitor

Use the follow rust inhibitor or approve equivalent:

<b>Manufacture</b>	<b>Lubricant</b>
Rhomar,	Black Max

#### E. Bearing Lubricant

Use one of the lubricants from the following manufactures:

<b>Manufacture</b>	<b>Lubricant</b>
Bostik Inc.,	Never Seez - Mariner's Choice
Mobil Oil	Mobil Centaur Moly NLGI Grades 1 or 2
Certified Labs	Premalube #1 WG

### 3. CONSTRUCTION.

#### A. Bridge Cleaning.

All debris shall be removed from the bridge components. See attached detailed drawings addressing components having debris removal. Equipment for removing debris from the bridge components shall be determined by the Contractor, subject to the approval of the Engineer. The Contractor shall prevent any debris from entering any body of water, bridge drainage system, or traffic lanes. All debris removed shall be disposed of in a suitable off-site disposal facility. Prior to all cleaning work, the Contractor shall confirm that any bridge drainage system is not blocked by un-removable debris. A blocked drainage system is considered to be one from which debris cannot be removed using the means specified in this note. If the Engineer has be notified and concurs that the drainage system is blocked prior to performing other cleaning work, then proceed at the direction of the engineer. If the Contractor does not inspect the bridge drainage system and notify the engineer prior to beginning work any blocked drains will be considered to be the result of the Contractor's operations, and all clearing and cleaning of the drainage system shall be done as part of the work of the specification. All vegetation present at areas of the bridge that are to be addressed in this proposal shall be removed as determined by the Engineer.

**All cost to complete Debris Removal, Clean Deck Drains and Remove Vegetation shall as specified shall be included in the Lump Sum price for “Bridge Cleaning”.**

**B. Stratified and Pack Rust Removal.**

Stratified and pack rust shall be removed from all bearing devices and specified limits of beams. All existing bearing lubrication shall be removed. See attached detailed drawings for each bridge showing location and quantity of the bearing devices. Hand tools including wire brushes, scrapers or impact devices (hand hammers or power chisels) are to be used for removing stratified and pack rust. All surfaces to have stratified and pack rust removed shall be cleaned to an SSPC SP-2 level. All debris collected shall be disposed of in a suitable off-site disposal facility. **All cost to complete Stratified, Pack Rust Removal and removal of existing bearing lubricant shall be considered incidental to the unit price bid for “Lubricate Bearing”.**

**C. Pressure Washing.**

Specified bridge components shall be pressure washed. See attached detailed drawings addressing components to be pressure washed. All equipment for pressure washing shall be operated at a minimum pressure of up 4,000 psi with 0-degree spinner tip and/or fan tips as determined by the engineer at the working location with a minimum flow rate of 3.5 gal/minute provided that these pressures do not damage any components of the structure. Pressure and flow rates shall be reduced to a level satisfactory to the Engineer should any damage occur due to power washing procedures. Pressure washing shall be operated at distance of approximately six inches from and perpendicular to the surface. All pressure washing wands shall be equipped with a gauge to accurately determine the amount pressure used. Pressure washing of any bridge element will proceed from top of wash area to bottom of wash area. Wash water will not be released to a bridge element previously washed. Perform all pressure washing at temperatures above 40 degrees Fahrenheit. **All cost to complete Pressure Washing as specified shall be included in the Lump Sum price for Lump Sum price for “Bridge Cleaning”.**

**D. Concrete Coatings Application.**

Specified bridge components shall have concrete coating applied to as specified after bridge cleaning. See attached detailed drawings for addressing the bridge components. Use compressed air to remove any loose debris from the surfaces that are to be coated after power washing. See concrete coating diagram. All coatings shall be applied within manufacturers recommended dry film thickness range. For recommended conditions for application, see Section 614.03.02 and coatings supplier specifications. Allow the surfaces to be coated to dry before any coating is applied. The coating must be applied to a clean and dry surface. All coating application shall be executed using brushes, rollers, etc. No spray application will be permitted. The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials will perform acceptance testing. See Section 821.04. The finish coat shall be Light Gray for Concrete. See Section 821.02. **All cost to complete Concrete Coating Application as specified shall be included in the Lump Sum price for “Concrete Coatings”.**

**E. Rust Inhibitor Application.**

After all stratified rust is removed from the member surface. The specified rust inhibitor shall be applied to the rusted areas of the structural steel within 4 feet of the joint or centerline of pier. This includes all primary steel members (beams, stringers, floor beams, diaphragms, etc.) in the specified limits. **All cost to complete Rust Inhibitor Application as specified shall be included in the unit price Each for “Bearing Lubrication”.**

**F. Bearing Lubrication Application.**

Bearing devices shall be lubricated as specified after all stratified rust and pack rust is removed and power washing is complete, bearing devices shall have lubricant applied to all surfaces of the bearing including bearing plates and points of movement. See attached detailed drawings for each bridge showing location and quantity of the bearing devices. Allow bearing devices to dry before lubricant is applied. Perform all bearing lubrication application at temperatures above 40 degrees Fahrenheit or in accordance with manufactures specifications. **All cost to complete Bearing Lubrication Application as specified shall be included in the unit price Each for “Lubricate Bearing”**

**G. Sequence of Work.**

Complete work in the sequence listed below:

1. Debris Removal
2. Stratified Rust Removal
3. Pressure Washing
4. Concrete Coating Application
5. Rust Inhibitor Application
6. Bearing Lubrication Application

**H. Inspection.**

The Cabinet will provide inspection for all items required in this contract. Visual inspection will be required upon completion of each work item for each structure component or at the discretion of the Engineer at any time. All visual inspection shall be performed within arm’s length distance.

1. **Debris Removal:** Visual Inspection.
2. **Stratified Rust or Pack Rust Removal:** Visual Inspection and Scraper  
Test any surface cleaned to SSPC SP2 will be inspected by a dull scraper test to ascertain adherence of existing coating and a hammer test for tightness of pack rust.
3. **Pressure Washing:** Visual Inspection.
4. **Concrete Coating:**  
Prime Coat Application Check for wet film thickness\*, and defects in the Paint.  
Finish Coat Application Check for wet film thickness\*, paint appearance, color and quality of application.
5. **Rust Inhibitor Application:** Visual Inspection.
6. **Bearing Lubrication.** Visual Inspection.

**I. Verifying Field Conditions.**

The Contractor shall be familiar with all conditions at each bridge site. The Cabinet will not consider any claims due to the Contractor having not familiarized themselves with requirements of this work.

**J. Residual Lead.**

Residual lead paint may still be on bridge. The Contractor is advised to take all necessary protective measures including worker safety and environmental regulations when performing surface preparation. The Department will not consider any claims based on residual lead paint.

**K. Damage to the structure.**

The Contractor shall bear all responsibility and expense for any and all damage to the structure during the repair work, even to the removal and replacement of a fallen span, should the fallen span result from the Contractors actions.

**4. MEASUREMENT.**

**A. Bridge Cleaning.**

The Cabinet will measure this item by Lump Sum, completed and accepted.

**B. Concrete Coating.**

The Cabinet will measure this item by Lump Sum, completed and accepted.

**C. Bearing Lubrication:**

The Cabinet will measure this item by Each, completed and accepted.

**5. PAYMENT.**

**A. Bridge Cleaning (24981EC).**

Payment at the contract unit price for "Lump Sum" is full compensation for Debris Removal, Deck Drain Cleaning, Pressure Washing and all incidental items required to complete this with as specified in this note and attached detailed drawings.

**B. Concrete Coating (24982EC).**

Payment at the contract unit price for "Lump Sum" is full compensation for applying the concrete coatings and all incidental items required to complete this work as specified in this note and attached detailed drawings.

**C. Bearing Lubrication (24983EC):** Payment at the contract unit price "Each" is full compensation for applying bearing lubrication and all incidental items required to complete this work as specified in this note and attached detailed drawings.

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

- 1. 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 by the date listed below. An allotted number of Calendar days are assigned to each structure in this contract as shown below.

<u>STRUCTURE</u>	<u>NO. OF CALENDAR DAYS</u>	<u>COMPLETION DATE</u>
080B00021L&R	40	November 15, 2024

Contrary to Section 108.07.03, the Engineer will begin charging calendar days for a structure on the day the Contractor starts work or sets up traffic control on that particular structure. A **penalty of \$500.00 per day** will be assessed when the allotted number of calendar days is exceeded for each structure.

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.

## **SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS**

### **1. TRAFFIC CONTROL GENERAL**

Except as provided herein, traffic shall be maintained in accordance with the Standard Specifications (current edition), 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 new condition, at the beginning of the work and maintained in like new condition until completion of the work.

### **2. TRAFFIC COORDINATOR**

Furnish a Traffic Coordinator as per Section 112. The Traffic Coordinator shall inspect the project maintenance of traffic, at least three times daily, or as directed by the Engineer, during the Contractor's operations and at any time a lane closure is in place. The personnel shall have access on the project to a radio or telephone to be used in case of emergencies or accidents. The Traffic Coordinator shall report all incidents throughout the work zone to the Engineer on the project. The Contractor shall furnish the name and telephone number where the Traffic Coordinator can be contacted at all times.

### **3. SIGNS**

Contrary to Section 112.04.02, only long-term signs (sign 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.

The contractor is to install warning signs for wide loads in advance of the bridge under the direction of the Engineer. The Department will not measure installation, maintenance, or removal for payment, and will consider these incidentals to Maintain and Control Traffic.

### **4. TEMPORARY PAVEMENT STRIPING**

Skip lines and/or solid 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. Temporary pavement striping shall be paid only once per course in accordance with Section 112.04.07. The Contractor shall replace any temporary striping that becomes damaged or fails to adhere to the pavement before dark on the day of the notification. **A penalty of \$500.00 per day will be assessed for failing to replace temporary striping within this time limit.**



## **5. LANE SHIFT FOR PHASED CONSTRUCTION.**

Maintain one 12' lane in each direction. Traffic shall be shifted for all work. All temporary striping and traffic channeling devices used shall be consider incidental the lump sum bid for Maintain and Control Traffic. All long term lane closures specified shall require temporary Concrete Barriers 9t (NO ALTERNATIVES ALLOWED) with delineators. Box Beam Stiffening PF Temporary Concrete Barrier shall be used in the joint replacement areas for phase 1 and phase 2 as determined by the Engineer. All temporary barrier for shoulder closures shall be use in accordance with Standard Drawings RBM-115, RBM 120, RBM-020 and TTC-120 C.E. Temporary Concrete Barriers shall remain the Contractor's property and shall be removed from the construction site upon completion of construction. All temporary striping and traffic channeling device placement will be determined by the Engineer. All temporary striping and traffic channeling devices used shall be consider incidental the lump sum bid for Maintain and Control Traffic. The Contractor shall submit their construction phasing plan 7 days prior to the pre-construction conference for approval.

## **6. MEASUREMENT.**

### **Maintain and Control Traffic:**

The Cabinet will measure this item by "Lump Sum".

### **Relocate Crash Cushion and Temporary Crash Cushion:**

The Cabinet will measure this item by "Each".

### **Relocate Temporary Barrier and Concrete Barrier Wall type 9T:**

The Department will measure the quantity in "Linear Feet".

## **7. PAYMENT.**

### **Maintain and Control Traffic (02650):**

Payment at the contract unit price for "Lump Sum" is full compensation for all items to complete this work as specified.

### **Relocate Crash Cushion (02898) and Temporary Crash Cushion (20738NS112):**

Payment at the contract unit price "Each" is full compensation for all items to complete this work as specified.

### **Relocate Temporary Barrier (02003) and Concrete Barrier Wall Type 9T (03171):**

Payment at the contract unit price "Lineal Feet" is full compensation for all items to complete this work as specified.

### **Special Note for Bridge Demolition, Renovation and Asbestos Abatement**

**If the project includes any bridge demolition or renovation, the successful bidder is required to notify Kentucky Division for Air Quality (KDAQ) via filing of form (DEP 7036) a minimum of 10 working days prior to commencement of any bridge demolition or renovation work.**

**Any available information regarding possible asbestos containing materials (ACM) on or within bridges to be affected by the project has been included in the bid documents. These are to be included with the Contractor's notification filed with the KDAQ. If not included in the bid documents, the Department will provide that information to the successful bidder for inclusion in the KDAQ notice as soon as possible. If there are no documents stating otherwise, the bidders should assume there are no asbestos containing materials that will in any way affect the work.**



**Andy Beshear**  
GOVERNOR

## TRANSPORTATION CABINET

200 Mero Street  
Frankfort, Kentucky 406 01

**Jim Gray**  
SECRETARY

# Asbestos Inspection Survey

To: Brad Poole

District: Central Office

Date: September 25, 2023

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

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## Project and Structure Identification

Project Number: CID 232999

Structure ID: Martin 080B00021L

Structure Location: KY 645 over Rockhouse Fork

Sample Description: Any suspect materials collected were negative for asbestos.

Inspection Date: September 20, 2023

## Results and Recommendations

The results of the samples collected were negative for the presence of asbestos above 1%.  
No abatement is required at this time.

It is recommended that this report accompany the 10-Day Notice of Intent for Demolition ([Notification Form DEP 7036](#)) which is to be submitted to the Kentucky Division of Air Quality prior to abatement, demolition, or renovation of any building or structure in the Commonwealth.


<b style="font-size: 1.2em;">MRS, INC.</b> <i>MRS, Inc. Analytical Laboratory Division</i>
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332 West Broadway / Suite # 902	(502) 495-1212
Louisville, Kentucky - 40202 - 2133	Fax: (502) 491-7111

### BULK SAMPLE ASBESTOS ANALYSIS

Analysis N#	<u># 3309225</u>	Address:	<u>Martin County - 080B00021L</u>
Client Name:	<u>K Y T C</u>		
Sampled By:	<u>O'Dail Lawson</u>		

		% FIBROUS ASBESTOS						% NON-ASBESTOS FIBERS			
Sample ID	Color	Layered	Fibrous	Chrysotile	Amosite	crocidolite	Others	Cellulose	Fiberglass	Syn. Fiber	Other/Mat.
# M 1	Black	Yes	No				None				100%
# M 2	<b>Black</b>	Yes	No				None				100%

Methodology : EPA Method 600/R-93-116  
Date Analyzed : 22-Sep-23  
Analyst : Winterford Mensah      Reviewed By:   
Signature

The test relates only to the items tested. This report does not represent endorsement by NVLAP or any agency of the U.S Government. Partial Reproduction of any part of this report is strictly prohibited. Samples shall be retained for (30) days.



**Chain of Custody Record**  
 Kentucky Transportation Cabinet  
 200 Mero Street, 4th Floor West  
 Frankfort, Kentucky 40622  
 (502) 564-7250 fax (502) 564-5655

44-645 over Rockhouse Fork

O'Dail Lawson <u>odail.lawson@ky.gov</u> W4-06-06 200 Mero Street Frankfort KY Phone: Fax: 502-564-5655 PO#:		Client Information KY TRANSPORTATION CABINET Area Square footage: N/A = Not Applicable		KY TRANSPORTATION CABINET KY-645 over Rockhouse Fork				
Project ID: <b>Martin 0803000211</b>		Samplers (signature): <i>[Signature]</i>						
Sample ID	Sample Description	Collected		Analysis Requested	Matrix	Color	Cont. Type	Preservative
		Date	Time					
m1	Joint Comparison East	9/20/12	11:05	Asbestos bulk	Redd	Spcl		N/A
m2	Joint Comparison West	↓	↓		↓	↓		
Relinquished By:		Date/Time:						
Received By: <i>[Signature]</i>		Date/Time: 9/22/12						
Relinquished By:		Date/Time:						
Received at Lab By:		Date/Time:						



**ENVIRONMENTAL TRAINING CONCEPTS, INC**  
P. O. Box 99603 Louisville, KY 40269  
(502)640-2951

Certification Number: ETC-AIR-032223-00200


# O'Dail Lawson


has on 03-22-2023 attended and successfully completed the requirements and passed the examination with a score of 70% of better on the entitled course.

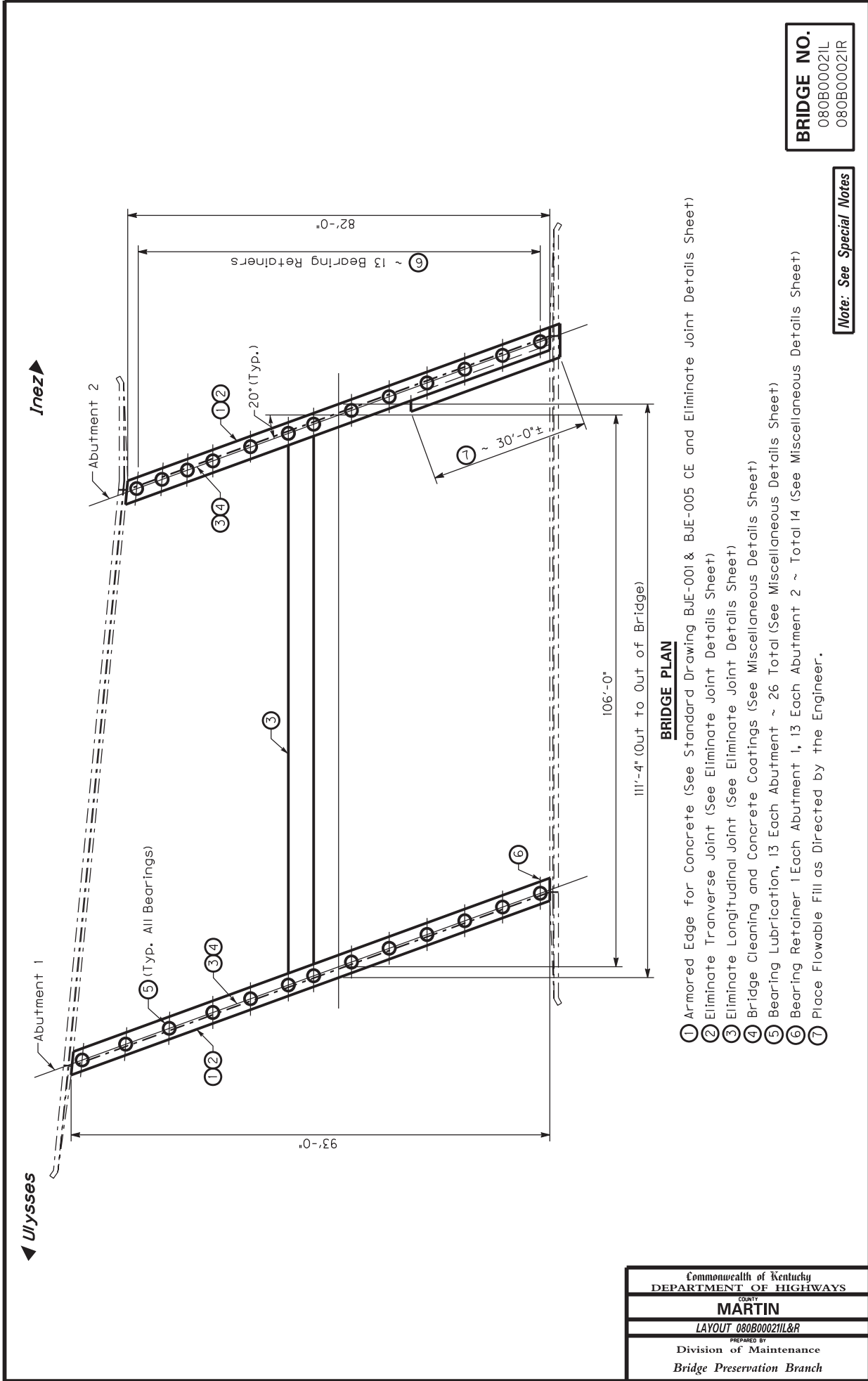
## ASBESTOS INSPECTOR REFRESHER

Training was in accordance with 40 CFR Part 763 (AHERA) approved by the Commonwealth of Kentucky, the Indiana Department of Environmental Management, Tennessee Department of Environment & Conservation and The Arkansas Department of Environmental Quality. The above student received requisite training for Asbestos Accreditation under Title II of the Toxic Substance Act (TSCA).

Conducted at: 1520 Alliant Ave., Louisville, KY

  
Name - Training Manager

Expiration Date: 03-22-2024  
  
Name - Instructor



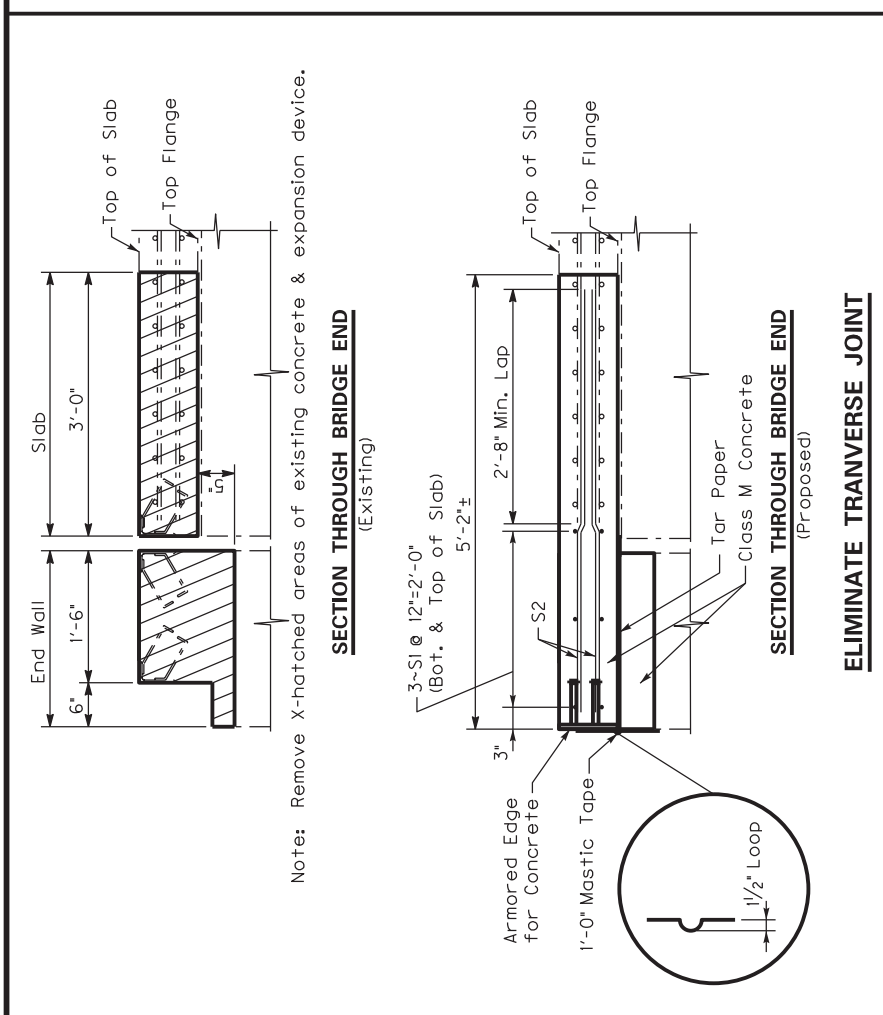
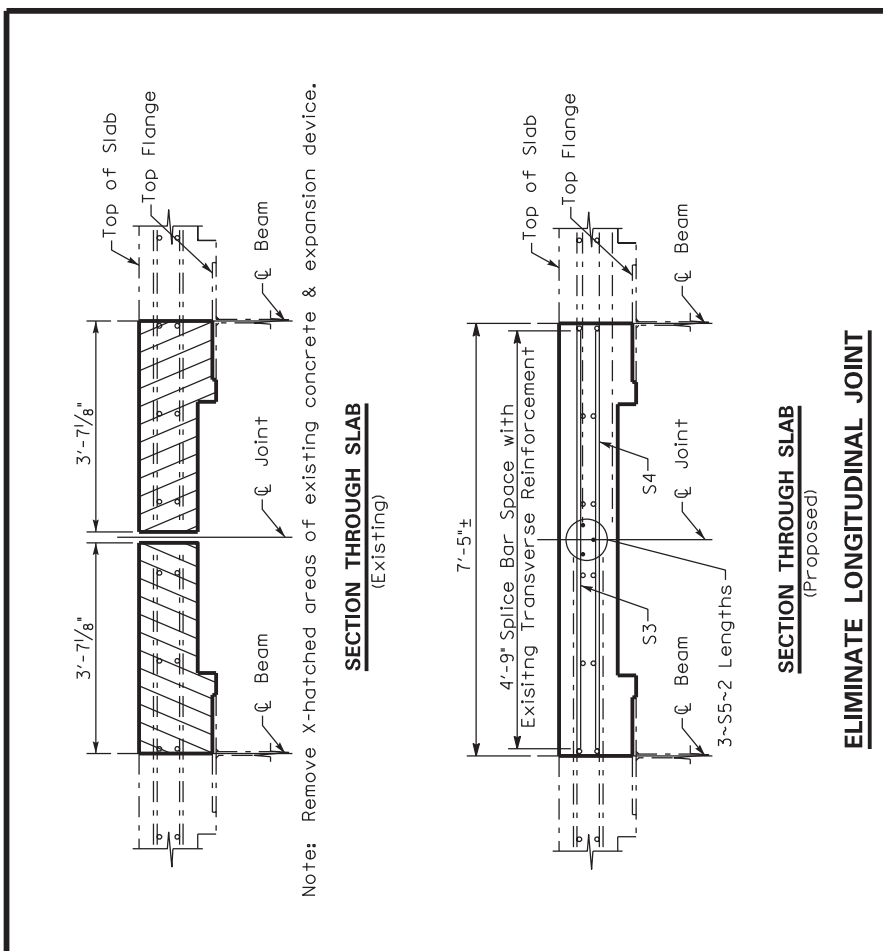
**BRIDGE NO.**  
 080B00021L  
 080B00021R

**Note: See Special Notes**

**BRIDGE PLAN**

- ① Armored Edge for Concrete (See Standard Drawing BJE-001 & BJE-005 CE and Eliminate Joint Details Sheet)
- ② Eliminate Transverse Joint (See Eliminate Joint Details Sheet)
- ③ Eliminate Longitudinal Joint (See Eliminate Joint Details Sheet)
- ④ Bridge Cleaning and Concrete Coatings (See Miscellaneous Details Sheet)
- ⑤ Bearing Lubrication, 13 Each Abutment ~ 26 Total (See Miscellaneous Details Sheet)
- ⑥ Bearing Retainer 1 Each Abutment 1, 13 Each Abutment 2 ~ Total 14 (See Miscellaneous Details Sheet)
- ⑦ Place Flowable Fill as Directed by the Engineer.

Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS
MARTIN
LAYOUT 080B00021L&R
PREPARED BY Division of Maintenance Bridge Preservation Branch



**ELIMINATE LONGITUDINAL JOINT**

**BRIDGE NO.**  
 080B00021L  
 080B00021R

**Note: See Special Notes**

**BILL OF REINFORCEMENT**

MARK	TYPE	NO.	SIZE	LENGTH	LOCATION
S1e	Str.	24	5	50'-6	Bottom and Top Slab ~ Eliminate Transverse Joint
S2e	Str.	334	5	4-10	Bottom and Top Slab ~ Eliminate Transverse Joint
S3e	Str.	163	6	4-9	Top of Slab ~ Eliminate Longitudinal Joint
S4e	Str.	163	5	4-9	Bottom of Slab ~ Eliminate Longitudinal Joint
S5e	Str.	6	5	56-10	Bottom and Top Slab ~ Eliminate Longitudinal Joint

All Steel Reinforcement shall be Epoxy Coated.

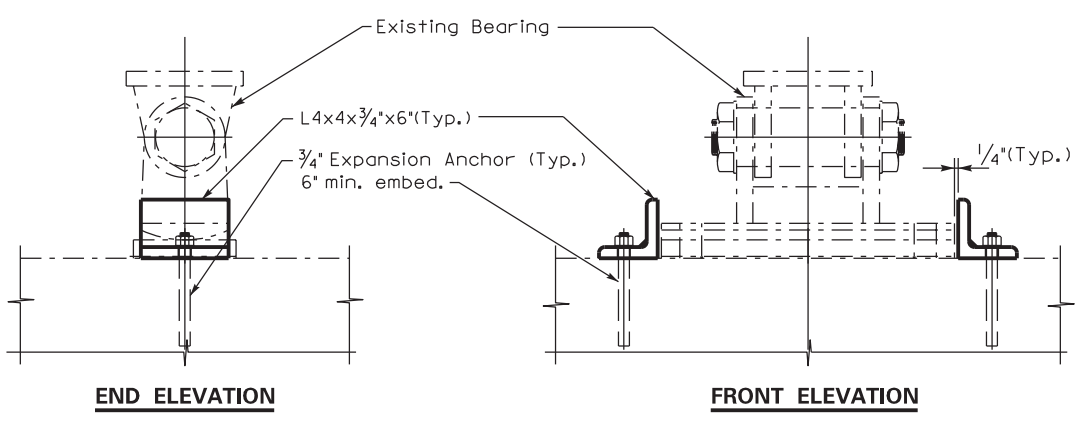
Commonwealth of Kentucky  
 DEPARTMENT OF HIGHWAYS

**MARTIN**

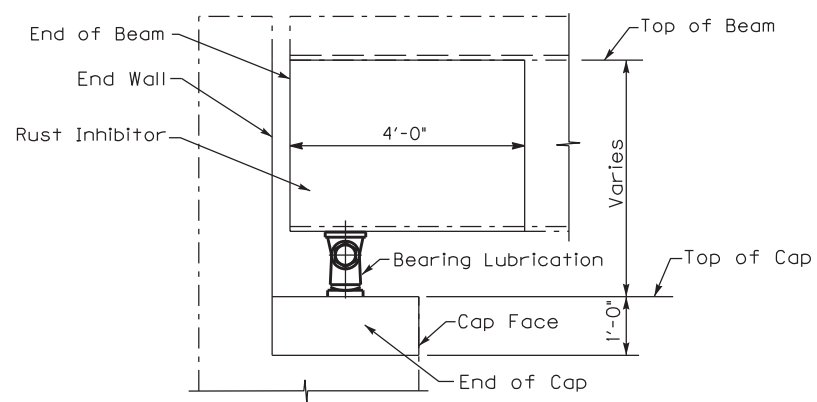
ELIMINATE JOINT DETAILS

PREPARED BY  
 Division of Maintenance  
 Bridge Preservation Branch





**BEARING RETAINER**



**SECTION THROUGH END BENT CAP AND BEAM END**

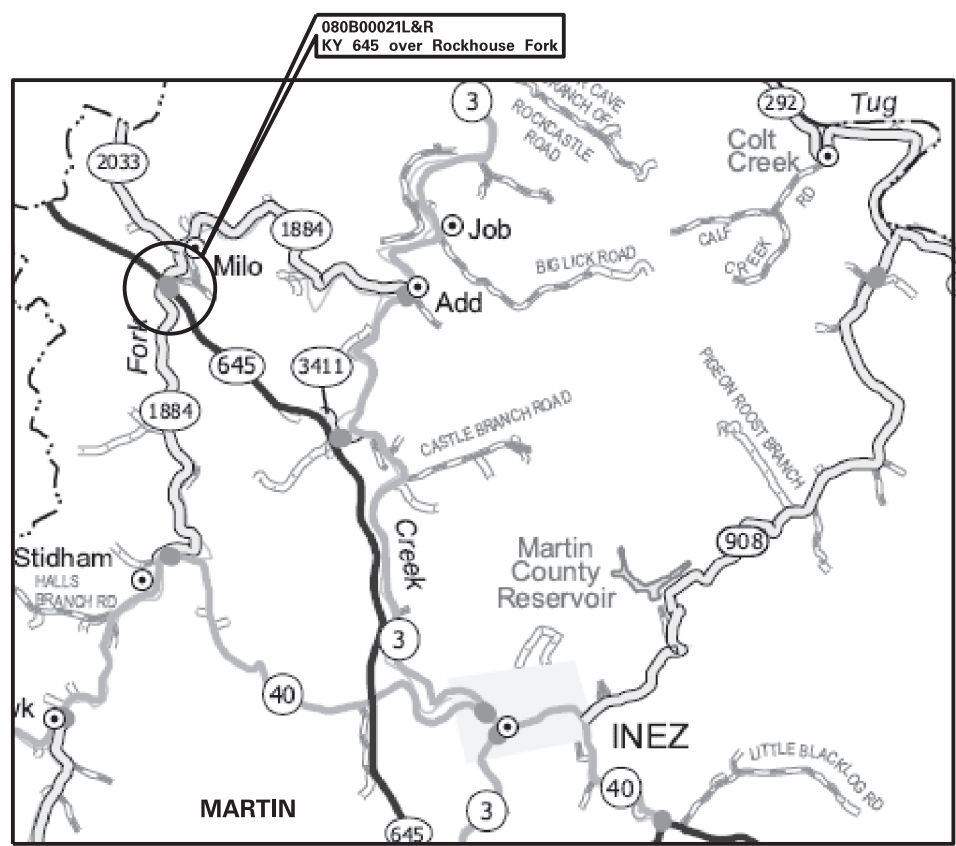
Note: Top and face of cap the entire length including cap ends and front face of end bent back wall shall be cleaned and have concrete coating applied as specified within the limits shown. Apply rust inhibitor to beams and lubricate bearings as specified.

**PREVENTIVE MAINTENANCE**

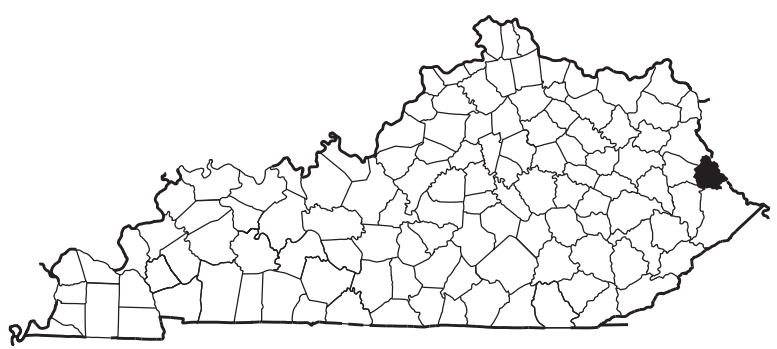
**BRIDGE NO.**  
 080B00021L  
 080B00021R

*Note: See Special Notes*

Commonwealth of Kentucky  
 DEPARTMENT OF HIGHWAYS  
 COUNTY  
**MARTIN**  
 MISCELLANEOUS DETAILS  
 PREPARED BY  
 Division of Maintenance  
 Bridge Preservation Branch



LOCATION MAP ~ MARTIN COUNTY



Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS
COUNTY <b>MARTIN</b>
<b>LOCATION MAP</b>
PREPARED BY Division of Maintenance Bridge Preservation Branch

**PART II**  
**SPECIFICATIONS AND STANDARD DRAWINGS**

### **STANDARD SPECIFICATIONS**

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2019* and *Standard Drawings, Edition of 2020*.

### **SUPPLEMENTAL SPECIFICATIONS**

The contractor shall use the Supplemental Specifications that are effective at the time of letting. The Supplemental Specifications can be found at the following link:  
<http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

**PART III**

**EMPLOYMENT, WAGE AND RECORD REQUIREMENTS**

**TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

**I. APPLICATION**

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

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

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

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age forty (40) and over, in admission to, or employment in any program established to provide apprenticeship or other training.

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

Revised: January 25, 2017

**II. NONDISCRIMINATION OF EMPLOYEES**

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

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

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (forty and above); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age forty (40) and over. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, except that such a notice or advertisement may indicate a preference, limitation, or specification based on religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, when religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, is a bona fide occupational qualification for employment.

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

No present or former public servant shall, within six (6) months following termination of his office or employment, accept employment, compensation, or other economic benefit from any person or business that contracts or does business with, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his tenure in state government. This subsection shall not prohibit the performance of ministerial functions, including but not limited to filing tax returns, filing applications for permits or licenses, or filing incorporation papers, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

KRS 11A.040 (9) states:

A former public servant shall not represent a person or business before a state agency in a matter in which the former public servant was directly involved during the last thirty-six (36) months of his tenure, for a period of one (1) year after the latter of:

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

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 1025 Capital Center Drive, Suite 104, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: May 23, 2022

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

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

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

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

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

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



# EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## FEDERAL MINIMUM WAGE

# \$7.25 PER HOUR

BEGINNING JULY 24, 2009

**OVERTIME PAY** At least 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**

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

**PART V**  
**BID ITEMS**

### PROPOSAL BID ITEMS

242996

Page 1 of 1

Report Date 6/13/24

#### Section: 0001 - BRIDGE 080B00021L&R

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	02003		RELOCATE TEMP CONC BARRIER	410.00	LF		\$	
0020	02220		FLOWABLE FILL	6.00	CUYD		\$	
0030	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0040	02898		RELOCATE CRASH CUSHION	1.00	EACH		\$	
0050	03171		CONCRETE BARRIER WALL TYPE 9T	410.00	LF		\$	
0060	03299		ARMORED EDGE FOR CONCRETE	186.20	LF		\$	
0070	03300		ELIMINATE TRANSVERSE JOINT	186.20	LF		\$	
0080	08151		STEEL REINFORCEMENT-EPOXY COATED	5,277.00	LB		\$	
0090	20738NS112		TEMP CRASH CUSHION	1.00	EACH		\$	
0100	23166ED		BEARING RETAINER	14.00	EACH		\$	
0110	23872EC		PAVE STRIPE-WET REF TAPE-6 IN W	130.00	LF		\$	
0120	23872EC		PAVE STRIPE-WET REF TAPE-6 IN W YELLOW	30.00	LF		\$	
0130	24275EC		ELIMINATE LONGITUDINAL JOINT	110.00	LF		\$	
0140	24981EC		BRIDGE CLEANING -	1.00	LS		\$	
0150	24982EC		CONCRETE COATING -	1.00	LS		\$	
0160	24983EC		BEARING LUBRICATION	26.00	EACH		\$	

#### Section: 0002 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0170	02569		DEMOBILIZATION	1.00	LS		\$	