



CALL NO. 325

CONTRACT ID. 122980

KENTON COUNTY

FED/STATE PROJECT NUMBER FE02 059 0017 B00048

DESCRIPTION KY 17 (MP 24.155)

WORK TYPE BRIDGE REPAIRS

PRIMARY COMPLETION DATE 12/15/2012

LETTING DATE: September 14, 2012

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME September 14, 2012. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

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

TABLE OF CONTENTS

PART I	SCOPE OF WORK <ul style="list-style-type: none">• PROJECT(S), COMPLETION DATE(S), & LIQUIDATED DAMAGES• CONTRACT NOTES• STATE CONTRACT NOTES• EXPEDITE WORK ORDER• SPECIAL NOTE(S) APPLICABLE TO PROJECT• LIQUIDATED DAMAGES• TRAFFIC CONTROL PLAN• SKETCH MAP(S)• BRIDGE DRAWINGS
PART II	SPECIFICATIONS AND STANDARD DRAWINGS <ul style="list-style-type: none">• SPECIFICATIONS REFERENCE• SUPPLEMENTAL SPECIFICATION
PART III	EMPLOYMENT, WAGE AND RECORD REQUIREMENTS <ul style="list-style-type: none">• LABOR AND WAGE REQUIREMENTS• EXECUTIVE BRANCH CODE OF ETHICS• KENTUCKY EQUAL EMPLOYMENT OPPORTUNITY ACT OF 1978• PROJECT WAGE RATES
PART IV	INSURANCE
PART V	BID ITEMS

PART I

SCOPE OF WORK

CONTRACT ID - 122980

ADMINISTRATIVE DISTRICT - 06

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - KENTON

PCN - MB05900171201

FE02 059 0017 B00048N

KY 17 (MP 24.154) JOHN ROEBLING BRIDGE OVER OHIO RIVER. BRIDGE REPAIRS.

GEOGRAPHIC COORDINATES LATITUDE 39^05'34" LONGITUDE 84^30'35"

COMPLETION DATE(S):

COMPLETION DATE - December 15, 2012

APPLIES TO ENTIRE CONTRACT

20 CALENDAR DAYS

APPLIES TO B00048

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

SPECIAL NOTE FOR PIPE INSPECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

ACCESS TO RECORDS

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

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

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

10/18/2011

SPECIAL NOTE FOR RECIPROCAL PREFERENCE

Reciprocal preference to be given by public agencies to resident bidders

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

03/01/2011

EXPEDITE PROJECT WORK ORDER

The Contractor may request that the Department expedite the work order for this project to allow for maximization of time to complete the work. In order for the Department to accomplish this task, the Contractor may be required to “hand carry” all required project documentation to facilitate the process. Immediately UPON NOTIFICATION OF AWARD OF THE CONTRACT, deliver required project documentation to:

Division of Construction Procurement
200 Mero St.
Frankfort, KY 40602

SPECIAL NOTE FOR SIDEWALK KNEE BRACE RETROFIT

I. DESCRIPTION

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2012 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawing(s). Section references are to the Standard Specifications.

This work consists of the following:

- (1) Furnish all labor, materials, tools, and equipment.
- (2) Remove existing rivets, structural steel angles, and anchor bolts.
- (3) Install sidewalk knee brace retrofit.
- (4) Maintain and control traffic (vehicular and pedestrian).
- (5) Any other work specified as part of this contract.

II. MATERIALS

- A. Structural Steel.** Use AASHTO M270 (ASTM A709) Grade 50 steel. See Section 812.
- B. High Strength Bolts, Nuts, and Washers.** Ensure all bolted connections are AASHTO M164 (ASTM A325) high strength bolts, nuts, washers, and Direct Tension Indicators (DTI's). All bolts, nuts, washers, and DTI's to be mechanically galvanized in accordance with AASHTO M298, Class 50 (ASTM B695-04, Class 50). Open holes can be oversized unless noted otherwise. The holes in the girder bottom flanges can be reamed to oversized hole diameters. Additional reaming of holes in the field is not allowed. Minimum edge distances must be maintained. Bolt patterns shown are based upon a minimum spacing of 3" and a minimum edge distance of 1½" for 7/8" A325 bolts.
- C. Adhesive Anchors.** Adhesive anchors shall consist of Hilti HIT-HY 150 Max adhesive and a 1" HAS Super threaded rod, nut, and washer with a 9" embedment. Anchors shall satisfy manufacturer's recommendations for material and installation procedure.

III. CONSTRUCTION

- A. Dimensions.** The Contractor shall determine dimensions, including member length, location, geometry, and thickness, with field measurements prior to ordering materials or fabricating steelwork. Existing bridge plans detailing the knee braces are not known to be available.
- B. Sequence of Construction.** The Contractor is to consult the Engineer for sequencing of construction. Only one knee brace shall be removed at a time. All work must be completed at one knee brace before beginning work on the next location. The contractor has the option of choosing the upstream or downstream sidewalk to begin work. The contractor shall replace the knee braces along the upstream side or downstream side of the north and south tower before moving to the next sidewalk

- closure. Whichever upstream or downstream side is chosen, knee brace numbers 3 and 6 of the upstream side and 11 and 14 of the downstream side shall be replaced last.
- C. Construction Live Load.** During removal and replacement of knee braces, the sidewalk above must be closed to pedestrians. Temporary construction loading on the sidewalk or sidewalk framing should be limited to no more than 15 psf distributed evenly on the area of the sidewalk.
 - D. Remove Existing Materials.** Remove existing materials as shown on the attached detail drawings. Dispose of all removed material completely away from the job site. Fill the existing holes with an approved, non-shrink grout. This work will be incidental to the contract unit price for "Sidewalk Knee Brace Retrofit".
 - E. Field Prepare Existing Surfaces.** Clean surfaces of steel until free of all corrosion, debris and deleterious substances. Surface preparation of masonry may be necessary to achieve mill-to-bear requirement.
 - F. Install Adhesive Anchors.** Install per manufacturer's recommendations in sound masonry.
 - G. Pull-Out Testing of Adhesive Anchors.** Field-verify pullout capacity of anchors by testing on not less than 25% of the total number of anchors. Anchors shall have a minimum pullout capacity of 20,000 lbf. The Engineer will determine which anchors shall be tested. Replace failed anchors at no additional expense to the Cabinet. Testing shall be performed against a temporary yoke or load frame. No part of the yoke or load frame shall bear within 3 feet of the anchor. Applied test loads shall be determined with either a calibrated pressure gauge or a load cell. Use pressure gauges or load cells commonly used in the testing of rock bolts and ground anchors. A pullout test consists of loading the anchor assembly to the minimum pullout capacity. The anchor is acceptable if it sustains this load for 10 minutes with no loss of load. The test results shall be submitted to the Engineer. The costs of these tests is incidental to the unit bid price for "Install Adhesive Anchor".
 - H. Install New Structural Steel.** Install new knee braces as directed by the Engineer, this note, Section 607 of the Specifications, and as shown on the attached detail drawings. Contrary to the specifications, the preparation of shop drawings is not required.
 - I. Prohibited Field Welding.** No welding of any nature shall be performed on the bridge except as shown on the attached drawings without the written consent of the Director, Division of Bridge Design, and then only in the manner and at the locations designated in the authorization.
 - J. Damage to the Structure.** The Contractor shall bear full responsibility and expense for any and all damage to the structure, should such damage result from the Contractor's actions.
 - K. Lead Paint.** Residual lead paint may still be on the bridge, even after previous sandblastings and painting of the bridge. The Contractor is advised to take all necessary protective measures when removing, cutting, or performing any other actions on the existing steel.
 - L. Painting.** Structural steel is to be painted in accordance with Section 607.03.23 of the Specifications. The paint color should match the beige color utilized on the tower staircase. The L, a, and b values for the beige color are 66.56, -7.26, and -20.10

respectively. Contrary to Specification 607.03.23, all structural steel is to receive the priming and final coat of paint in the shop prior to shipping. Spot cleaning and painting should be performed in the field as necessary following installation.

M. Touch-up Painting. All areas of new or existing structural steel on which the paint has been damaged by the Contractor shall be wire brushed cleaned and spot painted in accordance with Section 614. The cost of this touch-up painting is to be included in the price bid for the appropriate items.

IV. MEASUREMENT

- A. Sidewalk Knee Brace Retrofit.** Measurement will be for each knee brace location.
- B. Install Adhesive Anchor.** Measurement will be for each adhesive anchor installed.

V. PAYMENT

- A. Sidewalk Knee Brace Retrofit.** Payment at the contract unit price is full compensation for removing and disposing of specified existing materials, preparation of existing masonry, drilling, reaming, cutting, installation, all new materials, labor, equipment, tools and incidentals necessary to complete the work as shown on the attached detail drawings.
- B. Install Adhesive Anchor.** Payment at the contract unit price is full compensation for drilling, installation, field pull-out testing, all new materials, labor, equipment, tools and incidentals necessary to complete the work as shown on the attached detail drawings.

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

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 by December 15, 2012. 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>
059B00048N	20	December 15, 2012

Contrary to Section 108.07.02, 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.

- II. LIQUIDATED DAMAGES.** Liquidated damages will be assessed the Contractor in accordance with the Transportation Cabinet, Department of Highway's 2012 Standard Specifications for Road and Bridge Construction, Section 108.09, when either the allotted number of calendar days or the December 15, 2012 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.

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 2012 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 new condition, at the beginning of the work and maintained in like new condition until completion of the work.

II. 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.

III. 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 provide a "Sidewalk Closed (48"x30") and Sidewalk Closed Ahead Sign (36"x36") at each sidewalk closure at locations determined by the Engineer.

IV. COAST GUARD NOTIFICATION

The Contractor must advise the Coast Guard of the Contractor's proposed schedule for work at least 10 days prior to the commencement of Field Operations.

V. PROTECTION OF WATERWAY UNDERNEATH

No material should be allowed to drop into the waterway below.

VI. PROJECT PHASING & CONSTRUCTION PROCEDURES

During removal and replacement of the knee braces, the sidewalk is to be closed to all pedestrian traffic. The Contractor must phase the work so that one sidewalk is open at all times. Pedestrian traffic shall be protected to the satisfaction of the Engineer from work zone activities at all times. Adequate fencing and signage must be in place to prevent pedestrian access to the sidewalk. Closure must be located at the beginning or ending of the bridge, at the point of pedestrian access. All costs for maintaining pedestrian traffic is incidental to "Maintain and Control Traffic".

With approval from the Engineer, the Contractor is allowed to temporary close one lane of traffic for a maximum of 30 minutes for loading or unloading equipment or material during the hours of 9:00am to 3:30pm, Monday through Friday. Lane closures shall be incidental to the unit bid price for "Maintain and Control Traffic".

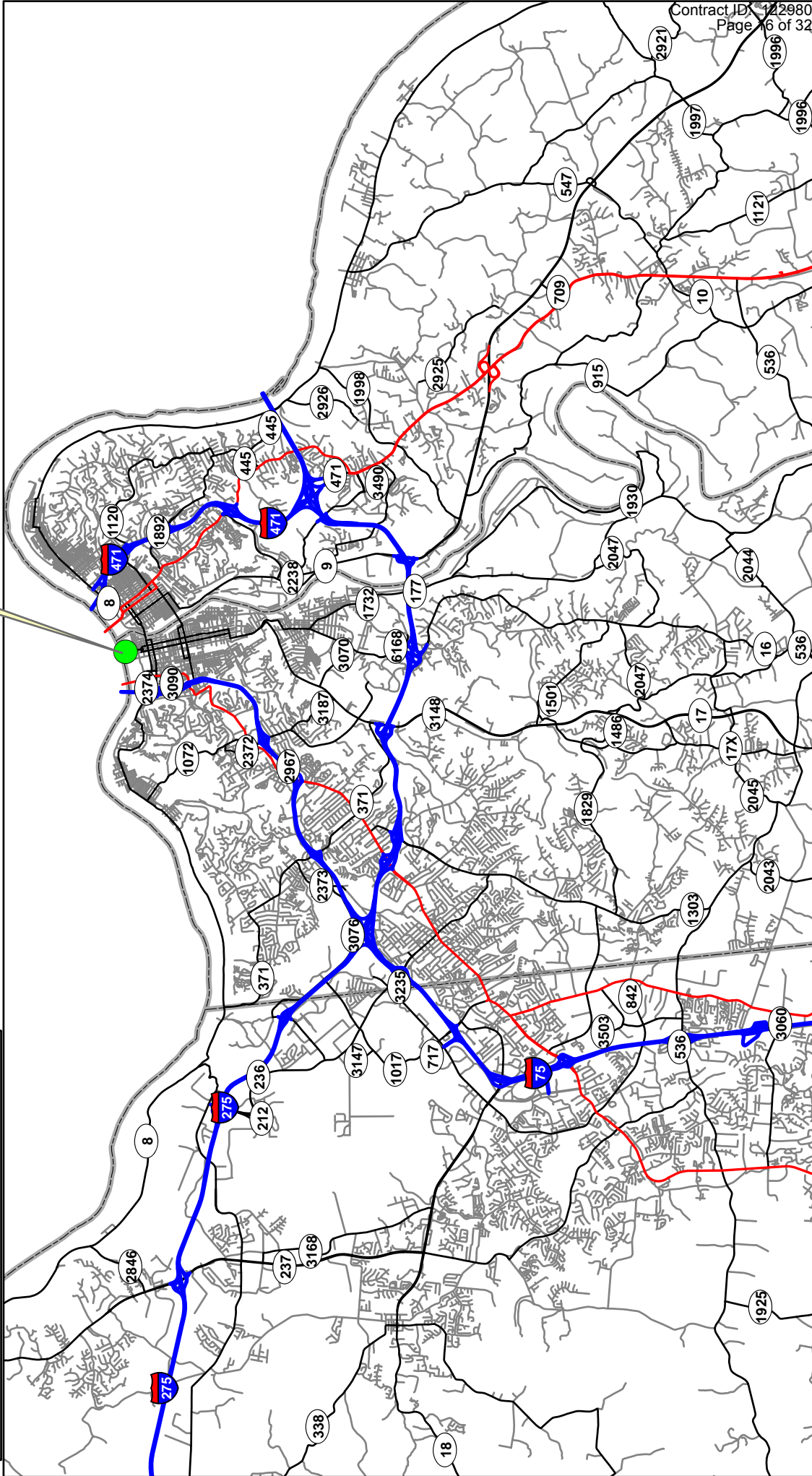
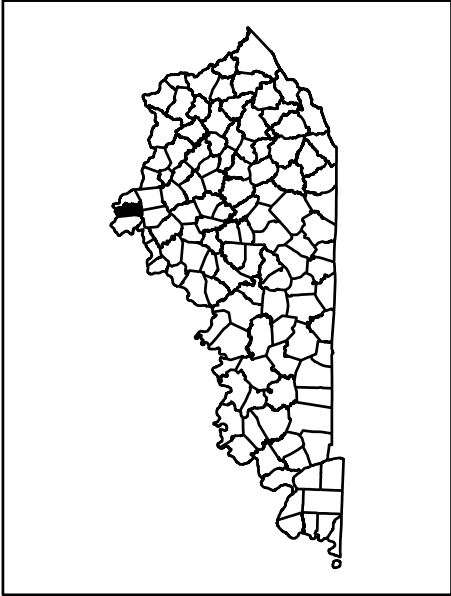
Temporary lane closures are to be in accordance with Std. Dwg. TTC-100-01. Signs for the temporary lane closures shall be included in the unit bid item for "Signs".

VII. VARIABLE MESSAGE SIGNS

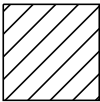
If deemed necessary by the Engineer, variable message signs will be installed, operated, and maintained by the Department.

KENTON COUNTY

BRIDGE 059B000048N
KY 17 (MP 24.154)
JOHN ROEBLING BRIDGE OVER OHIO RIVER
LatDD=39.0929, LonDD=-84.5098



LIMITS OF REMOVAL

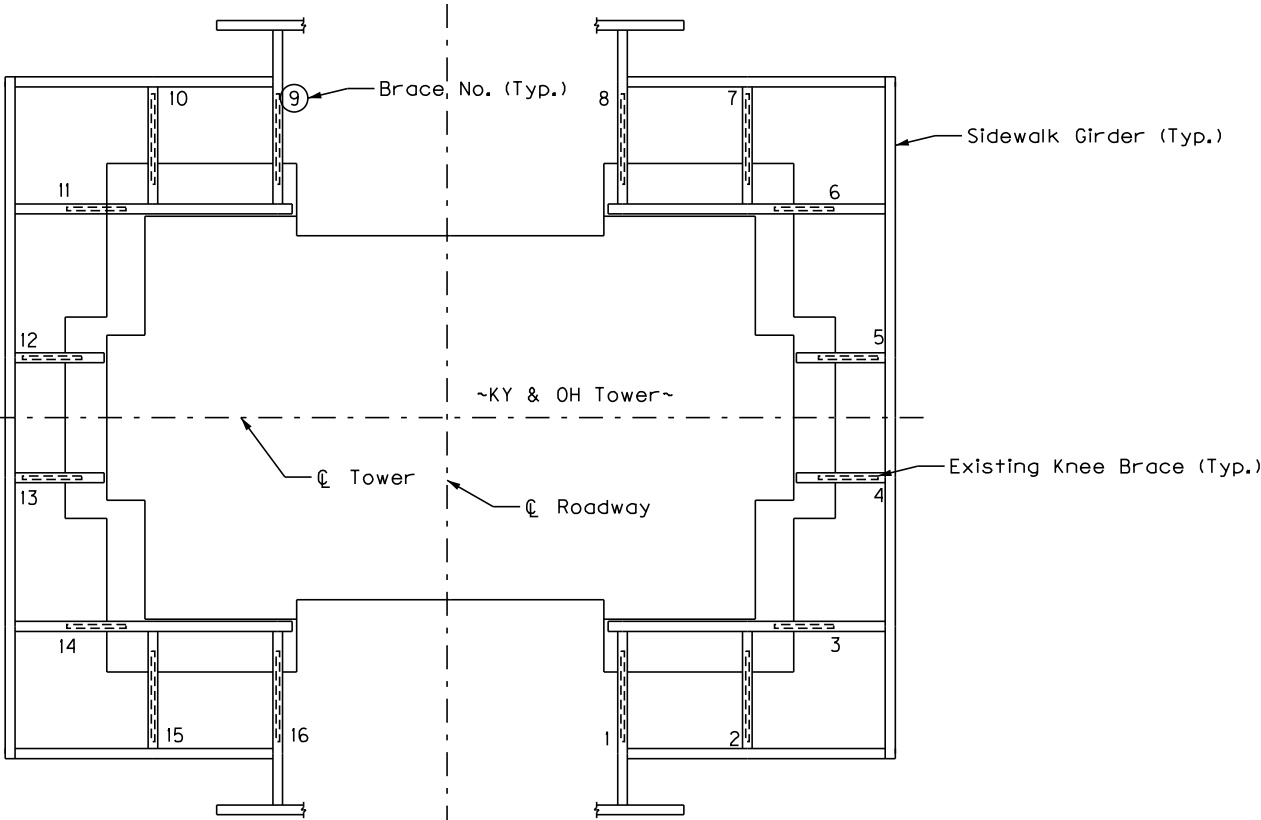


Remove Existing Knee Brace
(2L6"x3 1/2"x3/8" LLBB)

Location of cracked welds

Remove existing anchor bolts

EXISTING ELEVATION



PLAN

- Notes
1. Drawing is not to scale.
 2. See Special Note for Sidewalk Knee Brace Retrofit.

PREPARED BY



SHEET

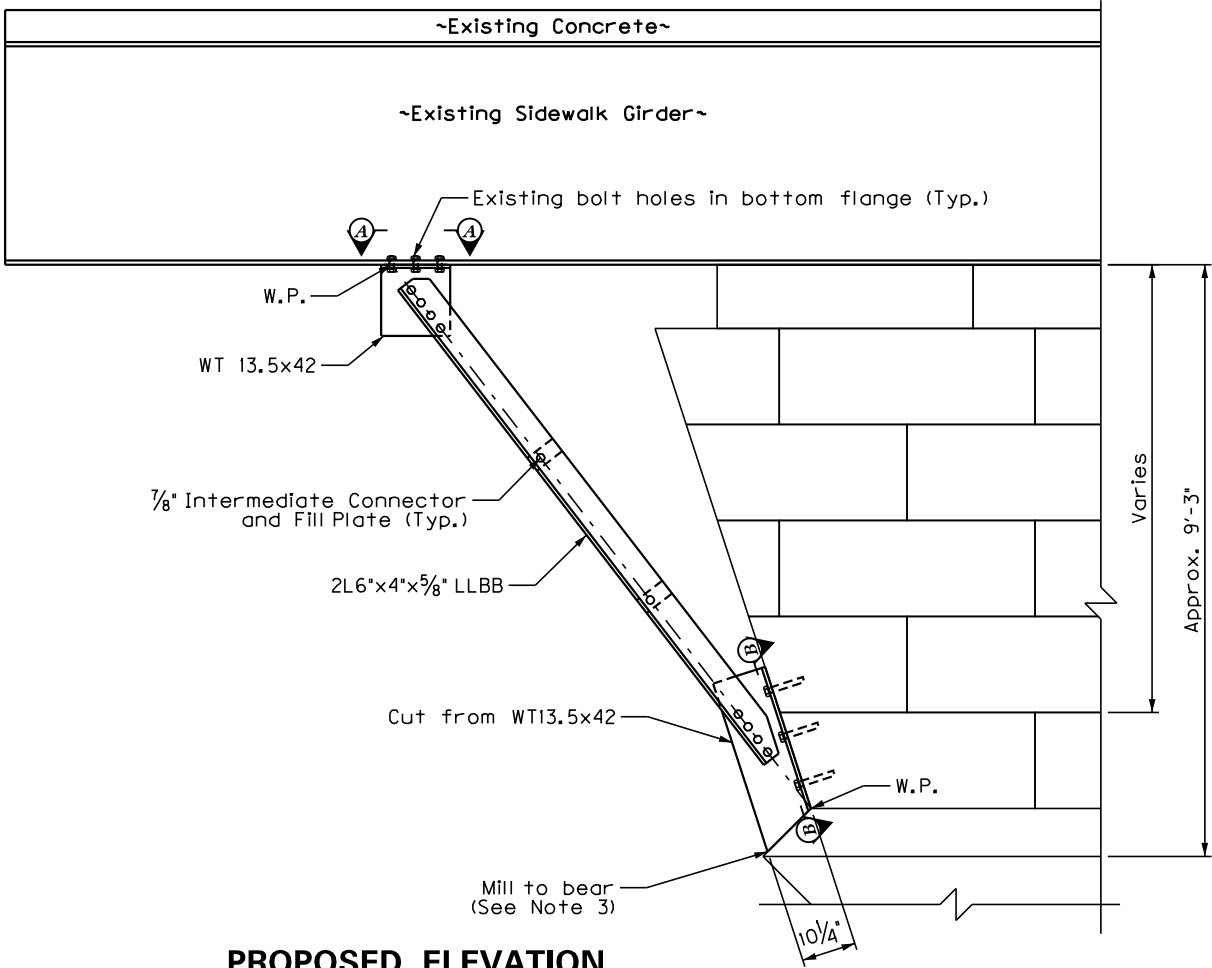
1 OF 2

SIDEWALK KNEE BRACE RETROFIT

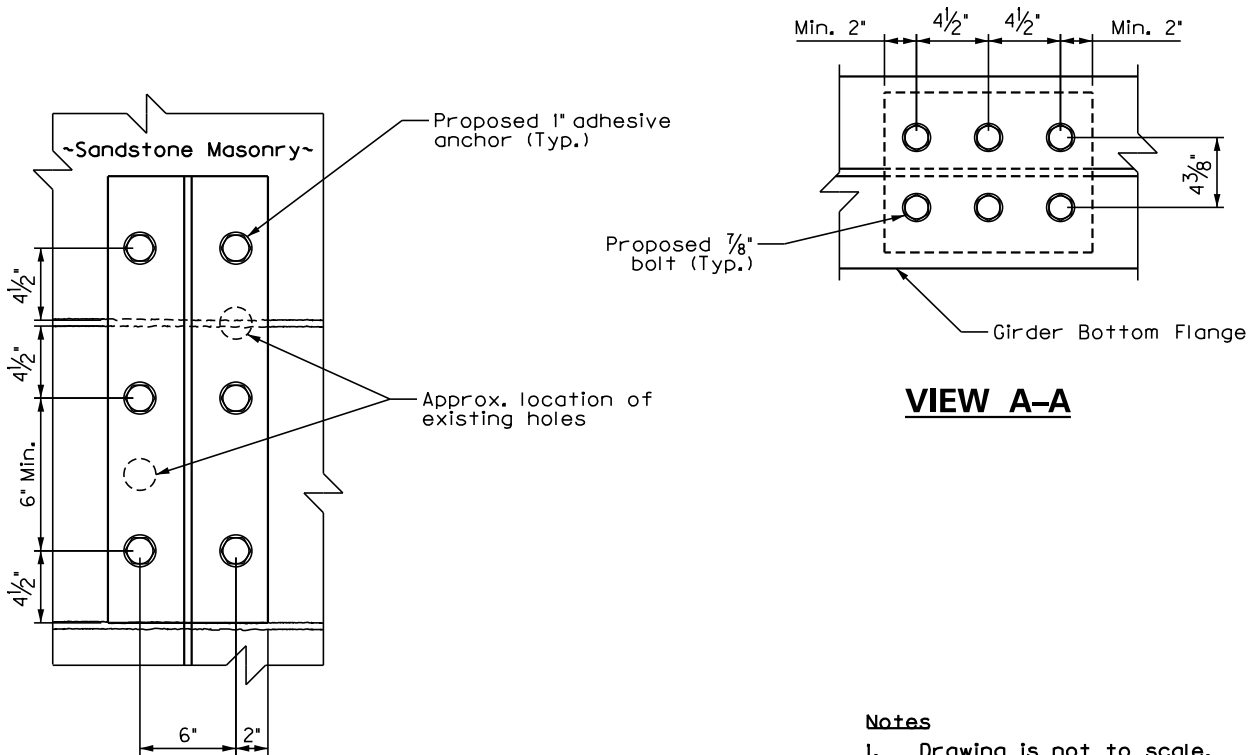
COUNTY
KENTON
BRIDGE NUMBER
MP-059-0017-024.009 (B48)

ROUTE
KY 17
CROSSING
OHIO RIVER

URS Corporation
Waterfront Plaza Tower One
325 West Main Street, Suite 1200
Louisville, KY 40202-4251
www.urscorp.com



PROPOSED ELEVATION



SECTION B-B

VIEW A-A

- Notes**
- 1. Drawing is not to scale.
 - 2. See Special Note for Sidewalk Knee Brace Retrofit.
 - 3. Mill to bear so that 75% of the length is in contact with the masonry. Surface preparation of the masonry may be required to meet mill to bear requirement.

PREPARED BY
URS
URS Corporation
Waterfront Plaza Tower One
325 West Main Street, Suite 1200
Louisville, KY 40202-4251
www.urscorp.com

SHEET
2
OF
2

SIDEWALK KNEE BRACE RETROFIT

COUNTY
KENTON

BRIDGE NUMBER
MP-059-0017-024.009 (B48)

ROUTE
KY 17

CROSSING
OHIO RIVER

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

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

**Supplemental Specifications to the Standard Specifications for Road and
Bridge Construction, 2012 Edition**

(Effective with the August 17, 2012 Letting)

Subsection:	402.03.02 Contractor Quality Control and Department Acceptance.
Part:	D) Testing Responsibilities.
Number:	4) Density.
Revision:	Replace the second sentence of the Option A paragraph with the following: Perform coring by the end of the following work day.
Subsection:	606.03.17 Special Requirements for Latex Concrete Overlays.
Part:	A) Existing Bridges and New Structures.
Number:	1) Prewetting and Grout-Bond Coat.
Revision:	Add the following sentence to the last paragraph: Do not apply a grout-bond coat on bridge decks prepared by hydrodemolition.
Subsection:	609.03 Construction.
Revision:	Replace Subsection 609.03.01 with the following: 609.03.01 A) Swinging the Spans. Before placing concrete slabs on steel spans or precast concrete release the temporary erection supports under the bridge and swing the span free on its supports. 609.03.01 B) Lift Loops. Cut all lift loops flush with the top of the precast beam once the beam is placed in the final location and prior to placing steel reinforcement. At locations where lift loops are cut, paint the top of the beam with galvanized or epoxy paint.

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

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

- I. Application
- II. Nondiscrimination of Employees (KRS 344)
- III. Payment of Predetermined Minimum Wages
- IV. Statements and Payrolls

I. APPLICATION

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

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

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

II. NONDISCRIMINATION OF EMPLOYEES

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

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

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

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

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

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

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

III. PAYMENT OF PREDETERMINED MINIMUM WAGES

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

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

IV. STATEMENTS AND PAYROLLS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 2-16-95

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (6) provides:

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

KRS 11A.040 (8) states:

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

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

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

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

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

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

Kentucky Equal Employment Opportunity Act of 1978

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

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

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

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

EMPLOYEE RIGHTS

UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

FEDERAL MINIMUM WAGE

\$7.25 PER HOUR

BEGINNING JULY 24, 2009

OVERTIME PAY

At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR

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

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

No more than

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

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

TIP CREDIT

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

ENFORCEMENT

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

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

ADDITIONAL INFORMATION

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

For additional information:



1-866-4-USWAGE

(1-866-487-9243)

TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

PART IV

INSURANCE

INSURANCE

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

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

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

PART V

BID ITEMS

CONTRACT ID: 122980
COUNTY: KENTON
PROPOSAL: FE02 059 0017 B00048

PAGE: 1
LETTING: 09/14/12
CALL NO: 325

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
SECTION 0001 BRIDGE					
0010	02562	SIGNS	196.000 SQFT		
0020	02650	MAINTAIN & CONTROL TRAFFIC	(1.00) LS		
0030	04884	ANCHOR	192.000 EACH		
0040	23279EC	RETROFIT	32.000 EACH		
SECTION 0002 DEMOBILIZATION					
0050	02568	MOBILIZATION (NO MORE THAN 5%)	LUMP		
0060	02569	DEMOBILIZATION (AT LEAST 1.5%)	LUMP		
		TOTAL BID			