



CALL NO. 326

CONTRACT ID. 242961

CARROLL COUNTY

FED/STATE PROJECT NUMBER FE02 021 0042 B00043N 05.82

DESCRIPTION PRESTONVILLE - CARROLLTON ROAD (KY 42)

WORK TYPE BRIDGE STEEL REPAIRS

PRIMARY COMPLETION DATE 12/1/2024

LETTING DATE: June 20,2024

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME June 20,2024. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DEFERRED PAYMENT

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

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PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 06

CONTRACT ID - 242961

FE02 021 0042 B00043N 05.82

COUNTY - CARROLL

PCN - MB02100422401

FE02 021 0042 B00043N

PRESTONVILLE - CARROLLTON ROAD (KY42) BRIDGE 021B00043N OVER KENTUCKY RIVER & CITY STREET AT
MP 05.82BRIDGE STEEL REPAIRS
GEOGRAPHIC COORDINATES LATITUDE 38:40:49.00 LONGITUDE 85:11:16.00
ADT

COMPLETION DATE(S):

COMPLETED BY 12/01/2024	APPLIES TO ENTIRE CONTRACT
52 CALENDAR Days	APPLIES TO 021B00043N

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

Questions about projects during the advertisement should be submitted in writing to the Division of Construction Procurement. This may be done by 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/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

DEFERRED PAYMENT

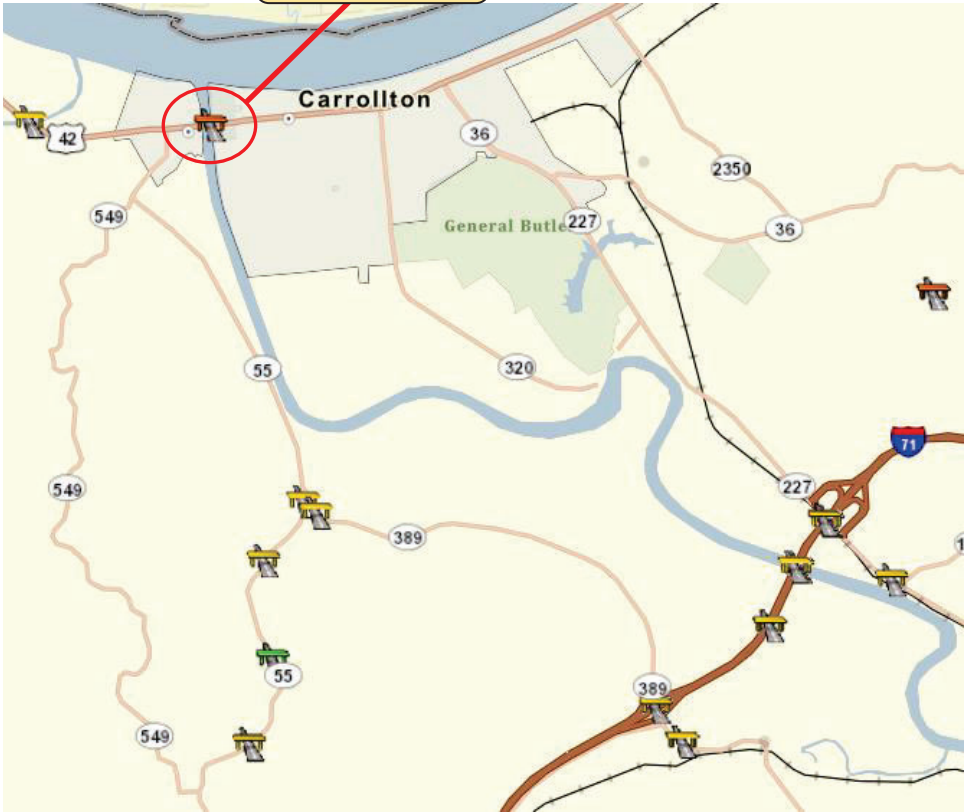
The successful bidder on this project has the distinct understanding that payment for any work may be delayed until July 15, 2024. Work Order/Notice to Proceed will be issued in accordance the Standard Specifications for Road and Bridge Construction, current edition.

PROJECT SITE MAP

US 42 over KY River
Carroll County – District 6
021B0043N



Project Site



**SPECIAL NOTES
DISTRICT NO. 6
CARROLL COUNTY
BRIDGE STEEL REPAIRS
CID 242961**

FE02 021 0042 B00043N 05.82

Carroll County ~ US 42 (Prestonville - Carrollton Road) over Kentucky River and City Street

Geographic Coordinates

Latitude 38° 40' 49.00" (38.6801)

Longitude -85° 11' 16.00" (85.1878)

Description

1277' Continuous Steel Truss ~ 3 Spans, Drawing Nos. 07952 and 27643

SPECIAL NOTES FOR BRIDGE STEEL REPAIRS

SPECIAL NOTE STEEL REPAIR ON BRIDGE REPAIR CONTRACTS

SPECIAL NOTE FOR PAINTING STRUCTURAL STEEL REPAIRS

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 BRIDGE PLANS

SPECIAL NOTE FOR STEEL REPAIRS ON BRIDGE REPAIR CONTRACTS

I. DESCRIPTION

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

This work consists of the following:

- 1) Furnish all labor, materials, tools, equipment, and incidental items necessary to complete the work.
- 2) Provide safe access to the bridge, in accordance with Section 107.01.01, for workers to complete the construction and for the Engineer to approve the work.
- 3) Prepare surfaces
- 4) Install structural steel repairs in accordance with this note and the attached detail drawings.
- 5) Contain all debris.
- 6) Any other work specified as part of this contract.

II. MATERIALS

A. Structural Steel. See Section 812 and the attached Contract Plans.

Use AASHTO M270 (ASTM A709) Grade 50 steel. AASHTO M270 Grade 36 steel may be substituted at no additional cost to the Department.

B. High Strength Bolts, Nuts, and Washers. See Section 813 and the attached Contract Plans. All high strength bolted field connections are to be installed using "Direct Tension Indicators" (DTI's). All bolts, nuts, washers, and DTI's are to be mechanically galvanized in accordance with AASHTO M298, Class 50 (ASTM B695-04, Class 50).

III. CONSTRUCTION

A. Dimensions. The Contractor shall verify dimensions, including thickness of parts, with field measurements prior to ordering materials or fabricating steelwork.

B. Shop Drawings. Shop drawings are not required, unless the Contractor, Fabricator, or Supplier proposes any changes. In this case, the Contractor shall submit full sets of prints of the detailed shop drawings for all structural steel to the Department for review in accordance with Section 607.03.01 of the Specifications.

C. Field Prepare Existing Surfaces. Clean surfaces of existing steel where new steel is to be installed until free of all corrosion, debris, and deleterious substances. Apply a prime coat as specified in accordance with Section 607 of the Specifications. The level of cleaning shall be to an SSPC-SP 15 (commercial grade power tool cleaning). All power tools shall be equipped with vacuum shrouds and fitted with HEPA filters at their exhausts. Maintain and operate all vacuum shrouded power tools to collect generated debris.

D. Install New Steel. Install new steel and bolts as directed by the Engineer and as shown on the attached detail drawings. Welding, as indicated on the plans, shall be performed after the bolts are installed and tightened.

E. Painting. Back of plates should be primed prior to installation. Following the installation of the plates, clean and paint all exposed structural steel in accordance with Section 607.03.23 "Cleaning and Painting". Paint color shall match existing. Apply field coatings to new steel and steel to be overcoated in accordance with Section 614. Shop and field painting of all new and existing structural steel will be considered incidental to "Steel Repair".

F. 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 Bridge Preservation Branch Manager, and then only in the manner and at the locations designated in the authorization.

G. 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.

H. Touch-Up Painting. All areas of existing steel on which the paint has been damaged by the Contractor shall be wire brush cleaned and spot painted in accordance with Section 607.03.23 "Cleaning and Painting". Paint color shall closely match color of existing paint. The cost of this touch-up painting is to be included in the price bid for Steel Repair.

IV. MEASUREMENT

A. Steel Repair. Measurement will be for each steel repair bid items: lower chords, gussets, and the jacking beams.

V. PAYMENT

A. Steel Repair. Payment at the contract unit price is full compensation for all labor, drilling, all new materials, cleaning and painting, 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 PAINTING STRUCTURAL STEEL REPAIRS

I. DESCRIPTION

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highways 2019 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the Contract Documents. Section references are to the Standard Specifications.

This work consists of the following:

1. Furnish all labor, materials, tools, equipment, and incidental items necessary to complete the work.
2. Provide safe access to the bridge, in accordance with Section 107.01.01, for the Engineer access repair areas and for workers to complete the construction.
3. Clean and prime the existing structural steel in accordance with this note and the attached Contract Plans.
4. Prepare and prime the new structural steel in accordance with this note and the attached Contract Plans.

II. MATERIALS

A. Paint. Conform to Section 607. Repairs to receive primer coat only.

III. CONSTRUCTION

A. Clean and Prime existing structural steel. All existing faying surfaces where new steel is to be installed shall be cleaned and receive the prime coat as specified in Section 607.03.23 of the Standard Specifications before any new steel is installed. Level of cleaning shall be to an **SSPC-SP 15** (Commercial Grade Power Tool Cleaning). All Power tools shall be equipped with vacuum shrouds and fitted with HEPA filters at their air exhausts. Maintain and operate all vacuum shrouded power tools to collect generated debris. Primer for faying surfaces shall be from the Class I paint system listed on the Division of Materials list of approved products.

B. Prepare and Prime new structural steel. All new structural steel shall receive shop surface preparation and shop applied prime coating. Primer for faying surfaces shall be from the Class I paint system listed on the Division of Materials list of approved products. Necessary touch up/repair of the shop applied prime coat on the new steel may be performed in the field.

C. 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 and other work. The Department will not consider any claims based on residual lead paint.

IV. MEASUREMENT

All items of work necessary to complete cleaning and painting as specified in this Note shall be considered incidental to the unit prices bid for the structural steel repairs being completed.

V. PAYMENT

The Department will make payment for the completed and accepted quantities of cleaning and painting structural steel repairs as part of the appropriate unit prices bid for the structural steel repairs being completed. The Department will consider payment as full compensation for all work required.

SPECIAL NOTE FOR BEARING 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 ate to the Standard Specifications. This work consists of the following: (1) Furnish all labor, materials, tools, and equipment, (2) Clean Bearing Bridge Seat, (3) Clean and Lubricate Bearing (4) Reset Bearing (5) Any other work specified as part of this contract.

This work applies to the girder ends and bearings in Span 7 at Pier 7.

2. MATERIALS

A. Wash Water

Use clean potable water for all pressure washing.

B. Rust Inhibitor

Use the following rust inhibitor or approve equivalent:

Manufacture	Rust Inhibitor
Rhomar,	Black Max

C. Bearing Lubricant

Use one of the lubricants from the following manufactures:

Manufacture	Lubricant
Bostik Inc.,	Never Seez - Mariner's Choice
Mobil Oil	Mobil Centaur Moly NLGI Grades 1 or 2
Certified Labs	PreMalube 41 WG

3. CONSTRUCTION

A. Bridge Cleaning.

All debris shall be removed from the bridge components bearings and girder ends in Span 7 at Pier 7. 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.

All cost to complete Debris Removal, and Clean, Lubricate and Reset Bearings as specified shall be included in the unit bid price for "Steel Repair – Pier 7 Jack Beams".

B. Stratified and Pact Rust Removal.

Stratified and pack rust shall be removed from all bearing devices and girder ends in Span 7 at Pier 7. 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, and Pack Rust Removal shall be considered incidental to the lump sum price bid for "Steel Repair – Pier 7 Jack Beams".

C. Pressure Washing.

Pressure wash all bearing devices and girder ends in Span 7 at Pier 7. 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 unit bid price for "Steel Repair – Pier 7 Jack Beams".

D. 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 3 feet of the joint centerline. 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 bid price for "Reset Bearing Shoe".

E. Bearing Lubrication Application.

The four (4) girder 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. 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 bid price for "Reset Bearing Shoe".

F. Proposed Sequence of Work.

Complete work listed below: Contractor may submit an alternate sequence for approval by the Engineer.

1. Debris removal
2. Install permanent jack beams
3. Setup MOT as designated
4. Jack and support girder – see General Notes in plans
5. Bearing removal – see Bearing Cleaning and Maintenance Notes in plans
6. Stratified rust removal
7. Pressure washing
8. Rust inhibitor application
9. Bearing lubrication application
10. Reset Bearings – see General Notes in plans

G. 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/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. **Bearing Lubrication.** Visual Inspection.

H. 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.

I. 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.

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 the removal and replacement of a fallen span, should the fallen span result from the Contractors actions.

K. PAYMENT.

Payment to be included in the unit bid price for "Steel Repair – Pier 7 Jack Beams" is full compensation for debris and pack rust removal, and pressure washing, and all incidental items required to complete this work as specified in this note and attached detailed drawings.

Payment to be included in the unit bid price for "Reset Bearing Shoe" is full compensation for rust inhibitor and 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
LIQUIDATED DAMAGES ON BRIDGE REPAIR CONTRACTS**

I. COMPLETION DATE. The Contractor has the option of selecting the start date for this contract. Once selected, notify the Department in writing of the date selected at least two weeks prior to beginning work and provide a proposed project schedule. All work is to be completed by the specified contract completion date of December 1, 2024. An allotted number of calendar days are assigned to complete all work requiring lane closures, as shown below.

PHASES	ALLOTTED CALENDAR DAYS
Phase 1 – Lower Chord and Gussets Along North Truss Line. Includes Jacking and Resetting Girder 1 and 2 Bearings at Pier 7.	52
Phase 2 – Lower Chord and Gussets Along South Truss Line. Includes Jacking and Resetting Girder 3 and 4 Bearings at Pier 7.	

Contrary to Section 108.07.03, the Engineer will begin charging calendar days for the structure on the day the Contractor sets up traffic control for a Phase.

II. LIQUIDATED DAMAGES.

Liquidated damages will be assessed to the Contractor in accordance with the Transportation Cabinet, Department of Highway’s current Standard Specifications for Road and Bridge Construction, Section 112.03.15A, when the lane closures are used beyond the allotted number of calendar days. Liquidated Damages will be assessed per the Standard Specification Section 108.09 when either the allotted number of calendar days or the specified completion date is exceeded.

Contrary to the Standard Specifications, liquidated damages will be assessed to the Contractor during the months of December, January, February, and March when the contract time has expired. 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.

Contractor will have 52 calendar days of lane closures for Phase 1 and Phase 2 to complete all work within the phases. Time to install the new permanent jacking beams at Pier 7 does not count against the allotted calendar days as lane closures are not required.

In addition to the project liquidated damages as specified in Sections 108.09 and 112.03.15A of the Standard Specifications the following penalties will apply collectively:

- (A) Penalties of **\$3,000** per day that a lane is closed exceeding the allotted closure calendar days.
- (B) Penalties of **\$5,000** per day for each day exceeding the allotted completion date.

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 current standard specifications, section 112. The contractor will be responsible for developing and implementing the maintenance of traffic details with guidance through standard drawings and the MUTCD current editions. The developed traffic control plan must be approved by the Engineer at least 14 days prior to implementation. The contractor is expected to provide at a minimum the items listed in this note; however, this note does not relieve the contractor of other items that may be necessary to comply with current standards. 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. The Department **WILL NOT** take possession of the traffic control devices upon completion of the work.

The contractor must notify the engineer and public information officer at least 14 calendar days prior to beginning traffic control.

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 or road 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

The contractor is responsible for all signage during construction. The contractor shall adhere to the standard drawings and manual on uniform traffic control devices (MUTCD) for guidance. If, at any time, the engineer requests a change in the maintenance of traffic signage, the contractor shall implement the change within 8 hours. Failure to implement these changes within the required eight hours will result in penalties of \$5,000 per day.

Contrary to section 112, individual signs will be measured only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. Replacements for damaged signs or signs directed to be replaced by the Engineer due to poor legibility or reflectivity will not be measured for payment.

4. PAVEMENT MARKINGS

Permanent and temporary striping will be paid for by the appropriate bid items. Permanent and Temporary Striping shall be in accordance with Standard Specifications Section 112, except that:

- 1. Temporary Striping shall be 6" removal tape-white or yellow; and
- 2. Edge lines will be required for temporary striping; and
- 3. Temporary or permanent striping shall be in place before a lane is opened to traffic; and
- 4. Permanent striping, when required, shall be installed using durable pavement marking materials with thermoplastic on asphalt pavements and use 6" durable preformed pavement markings type 1 tape on concrete pavement.

After all work is completed, or when approved by the Engineer, remove temporary striping, place permanent striping back to its original configuration, and repair any damaged inlaid pavement markers. Mobile operations may be utilized. Repair work for the permanent striping and the inlaid pavement markers will be considered incidental to the “Maintain and Control Traffic" bid item. Any striping removal (temporary or permanent) shall be removed by water blasting. Water blasting will be considered incidental to the “Maintain and Control Traffic” bid item.

Conflicting pavement skip lines and/or solid lines through the length of the MOT for lane closures and other striping, as directed by the Engineer, shall be temporarily covered with 8” black removable tape.

The Contractor shall replace any temporary striping that becomes damaged or fails to adhere to the pavement before dark on the day of notification. Penalties shall be assessed to the Contractor at a rate of \$500 per day for failing to replace temporary striping within this time limit.

5. PROJECT PHASING & CONSTRUCTION PROCEDURES

Project phasing shall be as directed by the plans, special notes, and the approved Traffic Control Plan prepared by the contractor. Maintain one lane of traffic. Close the lane of traffic adjacent to the work items within a phase being repaired. Complete all work items within the lane closure before switching to the next phase. Once work on the structure begins that impacts traffic, ensure work progresses continually during a phase to minimize the effected time to the public. All materials that must be made specific for the project should be ordered and made prior to any implementation of lane closures so that delivery does not delay progress of the work, unless approved by the Engineer.

PHASE 1 - Westbound Lane: Work items include:

Location	Work Item(s)
PP’s 0, 7, 9, 19 and 21. Along north truss line	Lower Chord (L0-L1) and Gusset Steel Repairs. Includes jacking and resetting girders 1 and 2 bearings at Pier 7.

PHASE 2 - Eastbound Lane: Work items include:

Location	Work Item(s)
PP’s 0, 7, 9, 19 and 21. Along south truss line	Lower Chord (L0-L1) and Gusset Steel Repairs. Includes jacking and resetting girders 3 and 4 bearings at Pier 7.

One lane of traffic shall be maintained in accordance with Standard Drawing No. TTC-110. Provide additional traffic control or flaggers as directed by the Engineer. The minimum clear lane width required shall be 11'-0".

The bridge carries a sidewalk along each truss line. The contractor may close the sidewalk adjacent to the lane closure. The opposite sidewalk is to remain open for pedestrians.

No lane closures are allowed for installing the Jacking Frame Steel Repairs at Pier 7, unless approved by the Engineer. This work may be completed before starting the phase work or commence concurrently with the phase work.

6. PORTABLE CHANGEABLE MESSAGE SIGNS

The contractor shall provide a minimum of four (4) Portable Changeable Message Signs located in advance of, or on the project at locations to be determined by the Engineer, at each phase of the project. Portable Changeable Message Signs shall be in operation during all lane closures and for the immediate seven (7) days prior to the closure. The message required to be provided shall be designated by the Engineer. The Portable Changeable Message Signs shall be in operation at all times. In the event of damage or mechanical/electrical failure, the Contractor shall repair or replace the Portable Changeable Message Sign within 24 hours. Measurement and payment in accordance with the current standard specifications section 112.

See the attached "SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS".

7. BARRELS

Barrels are to be used for channelization or delineation of the closed/active lane lines and tapers. Replacements for damaged barrels directed by the Engineer to be replaced due to poor condition or reflectivity.

8. TEMPORARY SIGNAL

Use temporary signal as shown on the Standard Drawings or as directed by the Engineer. The contractor shall provide temporary traffic signals and all labor, materials, and incidentals needed to maintain bi-directional traffic for the project. For short term lane closures, the use of flaggers in lieu of temporary traffic signals may be acceptable if approved by the Engineer.

9. BARRICADES

Use type III barricades per Standard Drawing No. TTC-110. Contrary to the standard specifications, no direct payment will be made for barricades, but they will be included in the lump sum price for "Maintain and Control Traffic".

10. LANE CLOSURES

Contrary to Section 112, lane closures, whether long term or short term, will not be measured for payment and will be incidental to the bid item "Maintain and Control Traffic".

11. PAYMENT

Unless listed as a bid item, payment will only be made for the following items:

1. Portable Changeable Message Boards – Each
2. Maintain and Control Traffic - Lump Sum
3. Pave Striping -Temp Rem Tape - B – LF
4. Pave Striping -Temp Rem Tape - Y – LF
5. Pave Striping -Temp Rem Tape-W – LF
6. Temporary Signal – Each
7. Temporary Signs – SF
8. Pave Mark Temp Paint Stop Bar – 24 IN – LF
9. Pave Striping – DUR TY 1 – 6 IN W – LF
10. Pave Striping – DUR TY 1 – 6 IN Y - LF

All other items needed to maintain traffic in accordance with these contract documents and the approved traffic control plan shall be considered incidental to Maintain and Control Traffic.

These items include, but are not limited to lane closures, barricades, TMA trucks, barrels, flaggers, etc.

SPECIAL NOTE FOR BRIDGE PLANS

See Project Related Information for Bridge Plans.
Bridge Drawing Number 28869.

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 administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

Revised: January 25, 2017

II. NONDISCRIMINATION OF EMPLOYEES

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

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

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: May 23, 2022

Kentucky Equal Employment Opportunity Act of 1978

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

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

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

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

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

EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

FEDERAL MINIMUM WAGE

\$7.25 PER HOUR

BEGINNING JULY 24, 2009

OVERTIME PAY

At least 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

Section: 0001 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	02562		TEMPORARY SIGNS	272.00	SQFT		\$	
0020	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0030	02671		PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH		\$	
0040	04933		TEMP SIGNAL 2 PHASE	2.00	EACH		\$	
0050	06549		PAVE STRIPING-TEMP REM TAPE-B	1,100.00	LF		\$	
0060	06550		PAVE STRIPING-TEMP REM TAPE-W	1,000.00	LF		\$	
0070	06551		PAVE STRIPING-TEMP REM TAPE-Y	1,000.00	LF		\$	
0080	06556		PAVE STRIPING-DUR TY 1-6 IN W	2,000.00	LF		\$	
0090	06557		PAVE STRIPING-DUR TY 1-6 IN Y	2,000.00	LF		\$	
0100	23010EN		PAVE MARK TEMP PAINT STOP BAR-24 IN	24.00	LF		\$	

Section: 0002 - BRIDGE - 021B00043N

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0110	03305		RESET BEARING SHOE	4.00	EACH		\$	
0120	24879EC		STEEL REPAIR - GUSSETS	8.00	EACH		\$	
0130	24879EC		STEEL REPAIR - LOWER CHORD L0-L1	2.00	EACH		\$	
0140	24879EC		STEEL REPAIR - PIER 7 JACK BEAMS	1.00	EACH		\$	

Section: 0003 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0150	02568		MOBILIZATION	1.00	LS		\$	
0160	02569		DEMOBILIZATION	1.00	LS		\$	