

CALL NO. 331
CONTRACT ID. 242956
TRIGG COUNTY
FED/STATE PROJECT NUMBER FE02 111 0124 B00050N
DESCRIPTION CERULEAN ROAD (KY 124)
WORK TYPE BRIDGE STEEL REPAIRS
PRIMARY COMPLETION DATE 3/1/2025

#### **LETTING DATE:** October 24,2024

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME October 24,2024. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

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

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#### **ADMINISTRATIVE DISTRICT - 01**

CONTRACT ID - 242956 FE02 111 0124 B00050N

**COUNTY - TRIGG** 

PCN - MB11101242401 FE02 111 0124 B00050N

CERULEAN ROAD (KY 124) BRIDGE 111B00050N OVER I-24 AT MP 03.84BRIDGE STEEL REPAIRS GEOGRAPHIC COORDINATES LATITUDE 36:54:39.00 LONGITUDE 87:46:53.00 ADT

#### **COMPLETION DATE(S):**

COMPLETED BY 03/01/2025 APPLIES TO ENTIRE CONTRACT (SEE SPECIAL NOTE)
30 CALENDAR Days APPLIES TO 111B00050N (SEE SPECIAL NOTE)

#### **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 <a href="https://secure.kentucky.gov/sos/ftbr/welcome.aspx">https://secure.kentucky.gov/sos/ftbr/welcome.aspx</a> .

#### 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 <a href="kytc.projectquestions@ky.gov">kytc.projectquestions@ky.gov</a>. 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 (<a href="www.transportation.ky.gov/construction-procurement">www.transportation.ky.gov/construction-procurement</a>). 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 state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, 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 agreement for

the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

#### **BOYCOTT PROVISIONS**

If applicable, the contractor represents that, pursuant to <u>KRS 45A.607</u>, 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 <u>KRS 11A.236</u> 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 <u>KRS 45A.328</u>, 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: 9/1/2024

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

10/26/2023

#### 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.

<u>Buy America - Construction Program Guide - Contract Administration - Construction - Federal Highway</u> Administration (dot.gov)

October 26, 2023 Letting

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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.

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#### SPECIAL NOTE FOR RECIPROCAL PREFERENCE

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

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

April 30, 2018

#### **SPECIAL NOTES** DISTRICT NO. 1 **TRIGG COUNTY BRIDGE STEEL REPAIRS** CID 242956

<u>FE02 111 0124 B00050N 03.84</u> Trigg County ~ KY 124 (Cerulean Road) over I-24

#### **Geographic Coordinates**

Latitude 36° 54' 39.00" (36.9108) Longitude -87° 46' 53.00" (-87.7814)

#### **Description**

93'-93' Steel Girder Spans, Drawing No. 18730

#### SPECIAL NOTES FOR BRIDGE STEEL REPAIRS

SPECIAL NOTE FOR HEAT STRAIGHTENING

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

SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS

#### **SPECIAL NOTE FOR HEAT STRAIGHTENING**

These Notes or designated portions thereof, apply where so indicated on the plans, proposals or bidding instruction.

#### 1. DESCRIPTION

Perform all work in accordance with the Department's current Standard Specifications, except as hereafter specified. Section references are to the Standard Specifications.

This work consists of: (1) Furnishing all labor, materials, tools, and equipment; (2) Heat straighten damaged steel member(s) as specified herein; (3) Remove & re-install/replace damaged structural steel as outlined in the plans; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract. Heat straightening of the damaged steel bridge member(s) shall be performed by the carefully planned and supervised application of a limited amount of localized heat to the damaged member(s). Mechanical means may be used to supplement the straightening of the material in conjunction with the application of the heat.

#### 2. CONTRACTOR

The contractor's organization shall have at least five years of experience in conducting heat straightening repairs for damaged steel structures. During the preceding three-year period, the contractor shall have conducted an average of at least two heat straightening projects per year.

#### 2A. CONTRACTOR SUPERINTENDENT

The Superintendent must document experience in conducting heat straightening repairs on highway bridges. Heat straightening experience must satisfy at least one of the following three experience definitions: (1) The Superintendent must have successfully completed at least three heat straightening projects in the preceding five years; (2) The Superintendent must be a Kentucky Registered Engineer and must have successfully completed at least one heat straightening project in the preceding three years; or (3) The Superintendent must be an AWS, CWI Inspector in accordance with the provisions of AWS QC-1, Standard for Qualification and Certification of Welding Inspectors and must have successfully completed at least one heat straightening project in the preceding three years.

A minimum of 15 working days prior to the pre-construction meeting, submit to the engineer for approval a report documenting the experience of the contractor's personnel and superintendent and the projects worked on including the date, location, bridge owner, number and type of members straightened, and duration of each project, along with contact names, current phone numbers and e-mail addresses.

#### 3. MATERIALS

**A.** Epoxy Patching Mortar. Any epoxy mortar product meeting the requirements of ASTM C881 and Section 826 and approved for vertical and overhead repair patching applications or an epoxy mortar product approved for epoxy injection repairs as applicable. Furnish manufacturers literature for approval prior to ordering material.

#### 4. CONSTRUCTION METHODS

**A. Field Inspection**: Prior to beginning any work, the damaged member(s) shall be carefully inspected by the Engineer and Contractor for gouges, sharp dents, cracks, or other defects. The steel shall be checked for fine cracks using magnetic particle testing (ASTM E-709). Defects found shall be repaired to the satisfaction of the Engineer. Cost of inspections and repairs is to be considered incidental to the lump sum bid for 'Heat Straightening'.

All web defects and minor flange defects shall be remediated by grinding smooth or other means prior to heat straightening to eliminate stress concentrations. The Contractor shall grind out remaining isolated cracks in a dish like shape whose sides shall taper approximately 3h:1v. If the crack is not removed after grinding, a 1½" dia. crack arrest hole shall be drilled to just intersect the crack tip. Flange cracks and major defects if encountered shall be repaired as directed by the Engineer. Broken welds will be fixed by torching welds to a half-moon shape to relieve stress. This may include drilling of member to expose the entire weld. In no case, shall the cracks be "v" grooved and filled with welding material.

All areas identified as having impact damage shall have the paint removed to the Engineer's satisfaction by abrasive blasting, hand tool cleaning, power tool cleaning, or water blasting to perform inspections and straightening work. Remove existing paint according to SSPC-SP 15 Commercial Grade Power Tool Cleaning or equal. All power tools shall be equipped with vacuum shrouds and fitted with HEPA filters at the air exhausts. Maintain and operate all vacuum shrouded power tools to collect generated debris. Remove all existing paint except that tight rust or mill scale may remain. Lead-containing paint may be encountered in some repair areas. The Contractor shall make all provisions necessary to ensure the safety of the workers, inspectors, and travelling public. No claims will be entertained by the Department due to lead-based paint on the structure. The cost for all materials, labor, and equipment required for the inspection of the steel and/or the removal/remediation of defects shall be considered incidental to and included in the Lump Sum Bid for "Heat Straightening".

**B. Work Site Illumination**: Illuminate work area with artificial lighting as necessary to supplement natural light and achieve a general work area lighting equal to 20 foot candles throughout the entire work area. Provide additional artificial lighting equal to a minimum of 100 foot candles measured at work surfaces during times of inspection.

Place and aim artificial light so that lights do not cause glare to the drivers on the roadway. Adjust the positioning and aim of artificial light to the satisfaction of the Engineer.

- **C. Heat Straightening Work Proposal**: Upon completion of the inspection and crack remediation of the damaged member(s), the Contractor shall submit in writing for the Engineer's review and approval:
- 1. Maintenance of Traffic and Lighting Plan.
- 2. 'Heat Straightening Plan' with typical or expected procedures for heat straightening including but not limited to maximum heating temperatures, points of heat application, and proposed jacking or strutting forces which conform to the latest edition of the FHWA 'Guide for Heat-Straightening of Damaged Steel Bridge Members'. Before cutting any cross frame or attachment, install bracing and supports as necessary for structural stability of the main structural members.

No heat straightening operations shall occur prior to the Engineer's review and approval of the 'Heat Straightening Plan'.

**D.** Application of Jacking Forces: Jacks or come-alongs, not exceeding 25-ton capacity, may be used to bring stretched steel surfaces into limited compression as a means of mechanically augmenting the heat straightening process. The load shall be carefully applied prior to the application of heat. The load shall not be increased during the heat cycle. After a number of heat cycles, the load may be adjusted to compensate for the effects of the heat cycles. Any section of the beam that becomes distorted, cracked, or

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permanently deformed due to methods of handling, supporting, and loading or by any other means shall be replaced or repaired as directed by the Engineer. The cost of the replacement beam or repair shall be borne solely by the Contractor.

Jacks, come-alongs or other force application devices shall be gauged and calibrated so that the force exerted by the device may be controlled and measured. No external force shall be applied to the structure by the contractor unless it is measured. Caution must be used in applying external forces, since overjacking may result in fracture of the member. Do not allow jacks, pullers or restraining forces to subject any part of the structure to unit stresses that exceed 50 percent of the material's nominal yield (Fy) at ambient temperature. Provide pressure gages or load cells to control jacks, pullers or restraining forces. Secure jacks, pullers or retraining forces so they do not dislodge during cooling. Do not apply the next cycle of jacking, pulling or restraining forces until the steel has cooled below 250 °F.

**E. Field Supervision of Repairs**: The Engineer and Contractor shall periodically and routinely monitor heating temperatures and jacking forces to ensure compliance with the limits approved in the 'Heat Straightening Plan'.

The Contractor shall provide and use one or more of the following methods for verifying temperatures during heat straightening:

- 1. Temperature sensitive Crayons
- 2. Pyrometer
- 3. Infrared non-contact thermometer.

There shall be no heat straightening work performed unless one of these listed devices is on hand to monitor the steel temperature. Heating patterns and sequences shall be selected to match the type of damage and cross section shape.

- **F. Tolerances**: The acceptable local tolerances for straightness in damaged area are:
  - 1. Horizontal sweep: 1/2 inch per 20 feet of length, At the point of impact: 3/8 inch per 5 feet or 1/2 inch per 8 feet.
  - 2. Vertical Deflection: 1/4 inch maximum,
  - 3. Deflection of Web (out of plane of web): 1/4 inch vertical or horizontal maximum.

Tolerances shall be met before any cross frames or other lateral restraint devices are attached. In no case, shall the beams(s) be forced into position and then welded or bolted to the cross frames or diaphragms to hold them in position.

- **G. Post Heating Inspection**: After heat straightening work is complete, the straightened and repaired member(s) shall be inspected by the Engineer and Contractor for any gouges, sharp dents, cracks, or other defects. Perform the inspection after the work is complete and cooled to 160 °F or less. Perform non-destructive testing at locations of detected or suspected hairline cracking as part of this inspection. Test these areas using magnetic particle testing. This testing and inspection will be made using methods and procedures as listed in the pre-straightening inspection. Defects found shall be repaired to the satisfaction of the Engineer using procedures outlined in A. above. Cost of inspections and repairs are to be considered incidental to the lump sum bid for 'Heat Straightening'.
- **H. Epoxy Repair**: Concrete deck damage resulting from either collision or the Contractor's work in the near vicinity of the heat straightening shall be repaired using an approved epoxy patching mortar. Where the top flange of the beam(s) has pulled away from the concrete bridge deck, the resulting void shall be completely filled by epoxy mortar injection with Type III epoxy after completion of the heat straightening work. The cost for all materials, labor, and equipment required for the epoxy injection and patching repairs shall be considered incidental to the Lump Sum Bid for "Heat Straightening".
- I. Steel Repairs: See contract documents for repairs.

**J. Paint**: Upon completion of the heat straightening and installation of repairs to the satisfaction of the Engineer, the Contractor shall clean, prime and paint the repair areas in accordance with Section 607 of the Standard Specifications. Match the new paint finish coat with the current color of the structure.

#### 5. MEASUREMENT

**A. Heat Straightening**: The Department will not measure the quantity.

#### 6. PAYMENT

**A. Heat Straightening (23594EC)**: Payment at the contract lump sum bid shall be full compensation for furnishing all labor, materials, equipment, tools, NDT and incidentals necessary to heat straighten all damaged steel beams in accordance with this Special Note, the Standard Specifications, and the Contract Documents as outlined herein.

The cost for all materials, labor, equipment, and incidentals required for existing coating removal, preparing, priming, and painting of the steel girder members shall be included in the lump sum cost bid item for Heat Straightening.

#### 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, March 1, 2025. An allotted number of calendar days are assigned in this contract as shown below to complete all work and safely reopen the structure with no lane closures.

#### ALLOTTED CLOSURE CALENDAR DAYS 30

Contrary to Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, Edition of 2019 (Standard Specifications), Section 108.07.03, the Engineer will begin charging calendar days for a bridge on the day the Contractor sets up long term traffic control. The Engineer will charge calendar days, regardless of holidays or seasonal weather limitations.

Daily, single lane closures are permitted from 9:00am to 3:00pm to conduct the field inspection prior to conducting repairs. The intent of the lane closure is to obtain field measurements for fabrication of new steel plates and prepare the heat straightening work plan. No other construction activities are permitted during this time, unless approved by the Engineer. These daily, single lane closures will not count against the allotted calendar days listed above.

#### 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.

#### 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 like 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. PROJECT PHASING & CONSTRUCTION PROCEDURES

Project phasing shall be as directed by the plans, the heat straightening work plan, special notes, and the approved Traffic Control Plan prepared by the contractor. Once work on the structure begins that impacts traffic, ensure work progresses 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 MOT implementation so that delivery does not delay progress of the work.

#### Maintenance of Traffic on the Cerulean Road (KY 124):

One lane, two-way traffic shall be maintained at all times with the use of flagging operations or temporary signals. The minimum clear lane width required shall be 12'-0", unless otherwise approved by the Engineer.

After completion of work, or when approved by the Engineer, remove the traffic control setup and restripe the roadway to its original configuration, as directed by the Engineer.

Lane closures shall be in accordance with the MUTCD and Standard Drawings TTC-100 or TTC-110. Long term closures are allowed. Contrary to section 112, lane closures will NOT be measured for payment, but are considered incidental to "Maintain and Control Traffic".

**Figure 1** shows a proposed MOT scheme for controlling traffic on Cerulean Road (KY 124) Bridge. The MOT scheme shall coincide with the heat straightening work plan and be approved by the Engineer.

#### Maintenance of Traffic on I-24 EB:

One lane of traffic in each direction shall be maintained at all times, unless noted otherwise. The minimum clear lane width required shall be 12'-0", unless otherwise approved by the Engineer.

Nighttime lane closures reducing traffic to one lane is allowed between 8:00 PM and 6:00 AM, as approved by the Engineer. Failure to reopen the lane closure for one lane of traffic in each direction by the deadline specified, the Contractor will be assessed penalties of \$1000.00 for the first half hour and \$5,000.00 for each additional hour that the lane closure is in effect for EITHER direction.

Night work is allowed on this project. The method of lighting must be submitted to and approved by the Engineer prior to use.

After completion of work, or when approved by the Engineer, remove the traffic control setup and restripe the roadway to its original configuration, as directed by the Engineer.

Lane closures shall be in accordance with the MUTCD and Standard Drawings TTC-115 or TTC-120. Long term closures are allowed. Contrary to section 112, lane closures will NOT be measured for payment, but are considered incidental to "Maintain and Control Traffic".

**Figure 2** shows a plan view of the I-24 EB roadway. The MOT scheme shall coincide with the heat straightening work plan and approved by the Engineer.

#### 3. 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.

#### 4. 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.

#### 5. 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.

#### 6. PAVEMENT MARKINGS

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, as directed by the Engineer.

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.

#### 7. 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. Portable Changeable Message Signs shall be in operation during all MOT setups. 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. PCMS will be paid for once, no matter how many times they are moved or relocated. The Department WILL NOT take possession of the PCMS upon completion of the work.

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

#### 8. ARROW PANELS

Use arrow panels as shown on the Standard Drawings or as directed by the Engineer. Flashing arrows will be paid for once, no matter how many times they are moved or relocated. The Department WILL NOT take possession of the flashing arrows upon completion of the work.

#### 9. 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. **Arrow Panel** Each
- 7. **Temporary Signs** SF

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 barricades, TMA trucks, temporary signals, permanent pavement striping, cones, barrels, flaggers, etc.

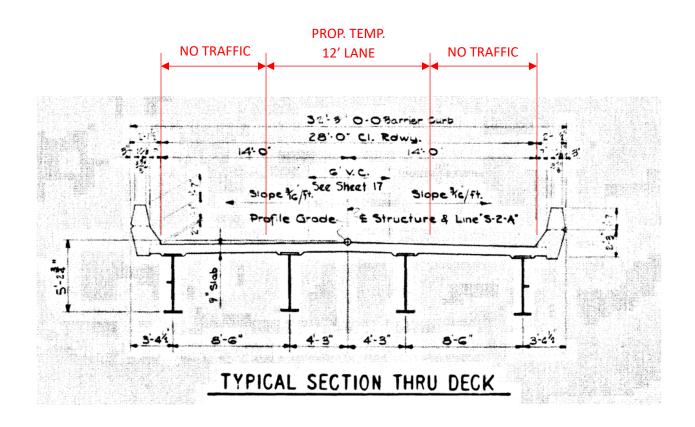


FIGURE 1: TYPICAL SECTION FOR CERULEAN ROAD (KY 124) BRIDGE WITH MOT CONCEPT



FIGURE 2: PLAN VIEW OF I-24 UNDER KY 124 WITH EB LANES HIGHLIGHTED

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#### SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

This Special Note will apply when indicated on the plans or in the proposal.

**1.0 DESCRIPTION.** Furnish, install, operate, and maintain variable message signs at the locations shown on the plans or designated by the Engineer. Remove and retain possession of variable message signs when they are no longer needed on the project.

#### 2.0 MATERIALS.

**2.1 General.** Use LED Variable Message Signs Class I, II, or III, as appropriate, from the Department's List of Approved Materials.

Unclassified signs may be submitted for approval by the Engineer. The Engineer may require a daytime and nighttime demonstration. The Engineer will make a final decision within 30 days after all required information is received.

#### 2.2 Sign and Controls. All signs must:

- 1) Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- Provide at least 40 preprogrammed messages available for use at any time.
   Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
  - a) Keyboard or keypad.
  - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
  - Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
  - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.

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- 12) Allow an on-off flashing sequence at an adjustable rate.
- 13) Provide a sight to aim the message.
- 14) Provide a LED display color of approximately 590 nm amber.
- 15) Provide a controller that is password protected.
- 16) Provide a security device that prevents unauthorized individuals from accessing the controller.
- 17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

/MIN/SPEED/\*\*MPH/ /KEEP/RIGHT/⇒⇒⇒/ /KEEP/LEFT/⇐⇐⇐/ /ICY/BRIDGE/AHEAD/ /ONE LANE/BRIDGE/AHEAD/ /LOOSE/GRAVEL/AHEAD/ /RD WORK/NEXT/\*\*MILES/ /ROUGH/ROAD/AHEAD/ /MERGING/TRAFFIC/AHEAD/ /TWO WAY/TRAFFIC/AHEAD/ /NEXT/\*\*\*/MILES/ /PAINT/CREW/AHEAD/ /HEAVY/TRAFFIC/AHEAD/ /REDUCE/SPEED/\*\*MPH/ /SPEED/LIMIT/\*\*MPH/ /BRIDGE/WORK/\*\*\*0 FT/ /BUMP/AHEAD/ /MAX/SPEED/\*\*MPH/ /TWO/WAY/TRAFFIC/ /SURVEY/PARTY/AHEAD/

\*Insert numerals as directed by the Engineer.

Add other messages during the project when required by the Engineer.

#### 2.3 Power.

- Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.
- **3.0 CONSTRUCTION.** Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

Maintain the sign in proper working order, including repair of any damage done by others, until completion of the project. When the sign becomes inoperative, immediately repair or replace the sign. Repetitive problems with the same unit will be cause for rejection and replacement.

Use only project related messages and messages directed by the Engineer, unnecessary messages lessen the impact of the sign. Ensure the message is displayed in either one or 2 phases with each phase having no more than 3 lines of text. When no message is needed, but it is necessary to know if the sign is operable, flash only a pixel.

When the sign is not needed, move it outside the clear zone or where the Engineer directs. Variable Message Signs are the property of the Contractor and shall be removed from the project when no longer needed. The Department will not assume ownership of these signs.

**4.0 MEASUREMENT.** The final quantity of Variable Message Sign will be the actual number of individual signs acceptably furnished and operated during

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the project. The Department will not measure signs replaced due to damage or rejection.

**5.0 PAYMENT.** The Department will pay for the Variable Message Signs at the unit price each. The Department will not pay for signs replaced due to damage or rejection. Payment is full compensation for furnishing all materials, labor, equipment, and service necessary to, operate, move, repair, and maintain or replace the variable message signs. The Department will make payment for the completed and accepted quantities under the following:

CodePay ItemPay Unit02671Portable Changeable Message SignEach

Effective June 15, 2012

#### **CERULEAN ROAD (KY 124) BRIDGE OVER I-24**

#### **GENERAL NOTES**

**SPECIFICATIONS:** ALL REFERENCES TO THE SPECIFICATIONS ARE TO THE CURRENT EDITION OF THE KENTUCKY DEPARTMENT OF HIGHWAYS STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION WITH CURRENT SUPPLEMENTAL SPECIFICATIONS. ALL REFERENCES TO THE AASHTO SPECIFICATIONS ARE TO THE NINTH EDITION 2020 AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS.

COMPLETION OF THE STRUCTURE: THE CONTRACTOR IS REQUIRED TO COMPLETE THE STRUCTURE IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. MATERIAL, LABOR OR CONSTRUCTION OPERATIONS, NOT OTHERWISE SPECIFIED, ARE TO BE INCLUDED IN THE BID ITEM MOST APPROPRIATE TO THE WORK INVOLVED. THIS MAY INCLUDE SHORING, BALLAST, REMOVAL OF ALL OR PARTS OF EXISTING STRUCTURES, PHASE CONSTRUCTION, INCIDENTAL MATERIALS, LABOR OR ANYTHING ELSE REQUIRED TO COMPLETE THE STRUCTURE.

**ON-SITE INSPECTION:** THE CONTRACTOR IS RESPONSIBLE FOR MAKING A SITE INSPECTION TO BECOME FAMILIAR WITH THE WORK TO BE PERFORMED AND TO MAKE APPROPRIATE ALLOWANCES FOR ALL WORK INCLUDED IN LUMP SUM BIDS. A SUITABLE METHOD OF PERFORMING THE WORK DESCRIBED HEREIN SHOULD BE INVESTIGATED. SUBMISSION OF A BID WILL BE CONSIDERED EVIDENCE OF THIS INSPECTION HAVING BEEN MADE. THE CONTRACTOR WILL NOT BE PAID EXTRA BECAUSE OF SITE CONDITIONS.

EXISTING STRUCTURE VERIFICATION: DETAILS AND DIMENSIONS SHOWN ON THESE PLANS PERTAINING TO THE EXISTING STRUCTURE ARE TAKEN FROM THE ORIGINAL CONSTRUCTION CONTRACT PLANS DATED 1977 AND DO NOT NECESSARILY REFLECT REVISIONS MADE DURING CONSTRUCTION. ACCORDINGLY, THE DETAILS AND DIMENSIONS ARE INDICATIVE OF THE EXISTING STRUCTURE AND THE PROPOSED WORK BUT SHALL BE CONSIDERED INFORMATIONAL AND APPROXIMATE.

THE CONTRACTOR SHALL VERIFY ALL PROFILES, ELEVATIONS, DIMENSIONS, AND DIMENSIONS, INCLUDING THICKNESS OF PARTS, WITH FIELD MEASUREMENTS PRIOR TO FABRICATION AND CONSTRUCTIONS. ALL PLAN DIMENSIONS ARE FOR A NORMAL TEMPERATURE OF 60° F. LAYOUT DIMENSIONS ARE HORIZONTAL DIMENSIONS.

DUE TO IMPACT DAMAGE TO THE BRIDGE, GIRDER WEB TO BOTTOM FLANGE CONNECTIONS MAY NO LONGER BE PERPENDICULAR. BOLT LENGTHS SHOULD BE INCREASED TO ACCOMMODATE THE CURRENT CONDITIONS AND PROPOSED REPAIR. SUFFICIENT THREAD LENGTH NEEDS TO BE PROVIDED TO ENSURE NUTS DO NOT BOTTOM OUT WHEN THE WEB DEFLECTS TOWARD THE NEW BASE PLATE AND NEW WT SECTION.

WASTE MATERIAL: ALL WASTE MATERIAL THAT IS REQUIRED TO BE REMOVED SHALL BE DISPOSED OF OFF THE RIGHT-OF-WAY AT SITES ACQUIRED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER, AT NO ADDITIONAL COST TO THE DEPARTMENT, PER SECTION 204.03.08 OF THE CURRENT EDITION OF THE KYTC STANDARD SPECIFICATIONS. NO WASTE WILL BE PERMITTED TO BE DROPPED AT ANY TIME.

**SHOP DRAWINGS:** THE CONTRACTOR SHALL SUBMIT FULL SETS OF PRINTS OF THE DETAILED SHOP DRAWINGS, WELDING PROCEDURES, AND DETAIL MATERIAL TO THE DEPARTMENT FOR APPROVAL IN ACCORDANCE WITH SECTION 607.03.01 OF THE STANDARD SPECIFICATIONS. SHOP DRAWINGS

REFLECTING CHANGES PROPOSED BY THE FABRICATOR OR SUPPLIER SHALL BE SUBMITTED TO THE DEPARTMENT THROUGH THE CONTRACTOR.

**FIELD WELDING:** SECTION 106.10 OF THE STANDARD SPECIFICATIONS APPLIES TO ALL FIELD WELDING. EXCEPT AS SHOWN ON THE PLANS, NO WELDING OF ANY NATURE SHALL BE PERFORMED ON THE LOAD CARRYING MEMBERS OF THE BRIDGE WITHOUT THE WRITTEN CONSENT OF THE DIRECTOR, DIVISION OF STRUCTURAL DESIGN, AND THEN ONLY IN THE MANNER AND AT THE LOCATIONS DESIGNATED IN THE AUTHORIZATION.

**MILL TEST REPORTS**: NOTARIZED TEST REPORTS SHALL BE FURNISHED IN TRIPLICATE TO THE DEPARTMENT SHOWING THAT ALL THE MATERIALS USED FOR THESE REPAIRS CONFORM TO THE REQUIREMENTS OF THE SPECIFICATIONS.

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. IF, DURING THE CONSTRUCTION OPERATIONS, CRACKING/SEPARATION OF THE CONCRETE DECK FROM THE GIRDERS, OR OTHER DAMAGE/DISTORTION TO THE STRUCTURE IS VISUALLY OBSERVED, IMMEDIATELY CEASE OPERATIONS AND INSTALL SUPPORTS TO THE SATISFACTION OF THE ENGINEER. ANALYZE THE DAMAGE AND SUBMIT A METHOD OF CORRECTION TO THE ENGINEER FOR APPROVAL. THE BRIDGE BEARINGS SHALL BE FULLY SEATED AT ALL CONTACT AREAS. IF FULL SEATING IS NOT ATTAINED, SUBMIT A REPAIR PLAN TO THE ENGINEER. THE DEPARTMENT WILL NOT PAY FOR THE COST OF REQUIRED REPAIRS AS A RESULT OF THE CONTRACTOR'S ACTIONS.

**UTILITY PROTECTION:** ANY ACTIVE UTILITY DUCTS AND ELECTRICAL CONDUIT SHALL BE ADEQUATELY PROTECTED. ANY DAMAGE TO UTILITIES CAUSED BY THE CONTRACTOR SHALL BE REPAIRED AND NO ADDITIONAL PAYMENT WILL BE MADE FOR THE REPAIR WORK.

**BRIDGE PLANS:** A COPY OF THE BRIDGE CONSTRUCTION CONTRACT PLANS AND SHOP DRAWINGS, DATED 1977, WILL BE MADE AVAILABLE TO THE SUCCESSFUL BIDDER UPON THEIR WRITTEN REQUEST. THE DOCUMENTS INCLUDE THE 1977 ORIGINAL DESIGN CONTRACT PLANS (DN 18730) AND ANY AVAILABLE SHOP DRAWINGS.

**LEAD PAINT:** RESIDUAL LEAD PAINT MAY STILL BE ON THE BRIDGE EVEN AFTER PREVIOUS SANDBLASTINGS AND PAINTING OF THE BRIDGE. CONSEQUENTLY, THE CONTRACTOR IS ADVISED TO TAKE ALL NECESSARY PROTECTIVE MEASURES WHEN REMOVING, CUTTING, OR PERFORMING ANY OTHER ACTIONS ON THE EXISTING STEEL ESPECIALLY IN AREAS OF CONNECTIONS.

#### **MATERIALS SPECIFICATIONS:**

ALL STRUTURAL STEEL SHALL CONFORM TO AASHTO M270 GRADE 36 AS A MINIMUM.

ALL BOLTS SHALL BE 7/8" DIAMETER F3125 GRADE A325 HIGH STRENGTH BOLTS, AS NOTED IN THE PLANS.

ALL NEW STEEL SHALL BE PRIME COATED WITH A ZINC PRIMER IN ACCORDANCE WITH SECTION 607.03.23 OF THE STANDARD SPECIFICATIONS.

ALL HARDWARE INCLUDING HIGH STRENGTH BOLTS SHALL BE GALVANIZED.

**BOLTED CONNECTIONS:** BOLTED CONNECTIONS SHALL CONFORM TO SECTION 607.03.05 OF THE STANDARD SPECIFICATIONS. INSTALL ALL HIGH STRENGTH BOLTED FIELD CONNECTIONS USING "DIRECT TENSION INDICATORS" (DTIs) IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AND ASTM F959. INSTALL DTIs UNDER THE BOLT HEAD WITH THE BUMPS FACING THE UNDERSIDE OF THE BOLT HEAD. PLACE A HARDENED WASHER UNDER THE NUT TENSION CONNECTION FROM THE NUT SIDE.

#### **CLEANING AND PAINTING FOR STEEL REPAIRS:**

EXISTING STEEL: ALL EXISTING FAYING SURFACES WHERE NEW STEEL IS TO BE INSTALLED SHALL BE CLEANED AND RECEIVE THE PRIME COAT IN ACCORDANCE WITH SECTION 607 OF THE STANDARD SPECIFICATIONS. LEVEL OF CLEANING SHALL BE TO AN SSPC-SP15 (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.

NEW STEEL: ALL NEW STRUCTURAL STEEL SHALL RECEIVE SHOP SURFACE PREPARATION AND SHOP APPLIED PRIME COATING IN ACCORDANCE WITH SECTION 607 OF THE STANDARD SPECIFICATIONS.

NECESSARY TOUCH UP/REPAIR OF THE SHOP APPLIED PRIME COAT ON THE NEW STEEL MAY BE PERFORMED IN THE FIELD. INTERMEDIATE AND FINISH COATINGS SPECIFIED SHALL BE FIELD APPLIED IN ACCORDANCE WITH SECTION 607 OF THE STANDARD SPECIFICATIONS.

BRUSH AND ROLLERS MUST BE USED FOR ALL FIELD APPLIED COATINGS. NO SPRAY APPLICATION WILL BE PERMITTED.

TINT THE FINISH COAT TO APPROXIMATELY THE SAME COLOR AS THE EXISTING FINISH COLOR TO THE ENGINEER'S SATISFACTION. BLEND REPAIR AREAS WITH THE ADJACENT COATING TO PROVIDE A FINISHED SURFACE IN THE PATCHED AREAS THAT IS SMOOTH AND HAS AN EVEN PROFILE WITH THE ADJACENT SURFACE.

ANY EXISTING PAINT THAT IS DAMAGED BY THE CONTRACTOR'S ACTIONS SHALL BE RECOATED IN ACCORDANCE WITH SECTION 607 OF THE STANDARD SPECIFICATIONS AT NO ADDITIONAL COST TO THE DEPARTMENT.

ALL ITEMS NECESSARY TO COMPLETE CLEANING AND PAINTING OF EXISTING AND NEW STEEL SHALL BE CONSIDERED INCIDENTAL TO THE APPROPRIATE BID ITEMS.

**STEEL REPAIR – CROSSFRAME REPLACEMENT:** STEEL REPAIRS SHALL BE COMPLETED AT THE LOCATIONS SHOWN ON THE PLANS. THE WORK CONSISTS OF REPLACING THREE (3) INTERMEDIATE CROSSFRAMES FROM IMPACT DAMAGE AND REPAIRING CONNECTION PLATES AS SHOWN ON THE PLANS OR BASED ON THE FIELD INSPECTION FINDINGS.

THE UNIT BID PRICE TO CONSTRUCT REPAIRS FOR STEEL REPAIR – BID ITEM 24879EC SHALL BE FULL PAYMENT FOR MATERIALS, TOOLS, EQUIPMENT, LABOR, ACCESS, AND INCIDENTALS TO COMPLETE THE WORK.

**STEEL REPAIR – VERTICAL STIFFENER REPLACEMENT**: STEEL REPAIRS SHALL BE COMPLETED AT THE LOCATIONS SHOWN ON THE PLANS. THE WORK CONSISTS OF REPAIRING/REPLACING THREE (3) VERTICAL STIFFENERS FROM IMPACT DAMAGE. THE FOLLOWING PROCEDURE MAY BE FOLLOWED.

MARK THE BOLT HOLES ON THE EXISTING GIRDER WEB USING THE NEW WT/FILL PLATE AS A TEMPLATE AND FIELD DRILL.

CLEAN AREA FROM GREASE, CUTTING FLUID, SHAVINGS, ETC. IN ACCORDANCE WITH SECTION 607.03.23 OF THE STANDARD SPECIFICATIONS. PRIME COAT THE FAYING SURFACES.

INSTALL NEW FILL PLATE, AS REQUIRED, AND WT TO GIRDER WEB USING 7/8" DIAMETER HIGH STRENGTH BOLTS. FULLY TENSION BOLTS.

USING THE NEW BASE PLATE AS A TEMPLATE, MARK, AND FIELD DRILL THE EXISTING GIRDER BOTTOM FLANGE. INSTALL AND FULLY TENSION 7/8" DIAMETER HIGH STRENGTH BOLTS.

THIS PROCEDURE MAY BE REVISED BASED ON FIELD CONDITIONS WITH THE APPROVAL OF THE ENGINEER.

THE UNIT BID PRICE TO CONSTRUCT REPAIRS FOR STEEL REPAIR – BID ITEM 24879EC SHALL BE FULL PAYMENT FOR MATERIALS, TOOLS, EQUIPMENT, LABOR, ACCESS, AND INCIDENTALS TO COMPLETE THE WORK.

**STEEL REPAIR – WEB TEAR:** STEEL REPAIR SHALL BE COMPLETED AT THE LOCATION SHOWN ON THE PLANS. THE WORK CONSISTS OF INSTALLING REPAIR PLATES FOR IMPACT DAMAGE AS SHOWN ON THE PLANS OR BASED ON THE FIELD INSPECTION FINDINGS.

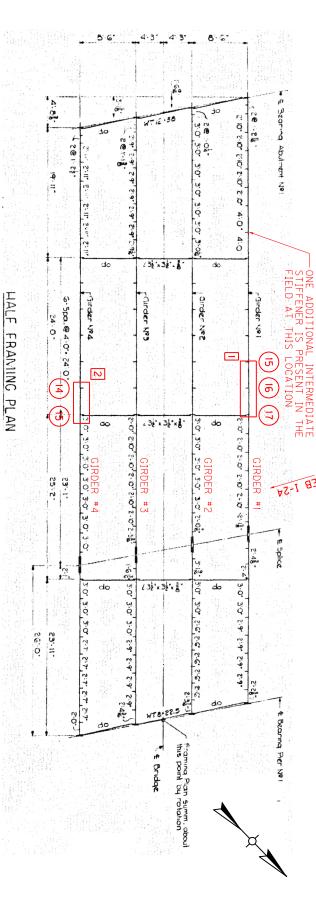
THE UNIT BID PRICE TO CONSTRUCT REPAIRS FOR STEEL REPAIR – BID ITEM 24879EC SHALL BE FULL PAYMENT FOR MATERIALS, TOOLS, EQUIPMENT, LABOR, ACCESS, AND INCIDENTALS TO COMPLETE THE WORK.

#### **PROPOSED WORK PLAN:**

- CONDUCT FIELD INSPECTION TO SURVEY DAMAGE AND SUBMIT HEAT STRAIGHTENING WORK PLAN PER THE SPECIAL NOTE FOR HEAT STRAIGHTENING.
- 2. GRIND ALL SCRAPES AND GOUGES SMOOTH.
- 3. HEAT STRAIGHTEN GIRDERS.
- 4. REMOVE/REPLACE DAMAGED CROSSFRAMES AND VERTICAL STIFFENERS.
- 5. USE NON-DESTRUCTIVE TESTING TO CHECK CROSSFRAME CONNECTION PLATE WELDS WITHIN THE HEAT STRAIGHTENING AREA.
- 6. CHECK WELDS AND BOLTS WITHIN THE HEAT STRAIGHTENING AREA. REPAIR TO SATISFACTION OF THE ENGINEER.
- 7. PERFORM STEEL REPAIR FOR WEB TEARS.
- 8. PAINT GIRDER/CROSSFRAME REPAIR AREAS.

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# GIRDER #1

THERE IS AN 8'LONG AREA OF IMPACT DAMAGE TO GIRDER #1 IN SPAN 1
BETWEEN VERTICAL STIFFENERS #15-17.
THE BOTTOM FLANGE PLATE AND WEB PLATE ARE BOTH BENT UP TO 4"OUT OF PLANE. SEE SPECIAL NOTE FOR HEAT STRAIGHTENING.

### 2 GIRDER #4 SPAN 1 SHOWN

\_EGEND

BOTTOM FLANGE AND WEB OUT OF P BENDING DUE TO IMPACT. SEE HEAT STRAIGHTENING SPECIAL NOTE.

**PLANE** 

DAMAGE CALLOUT, SEE NOTES THIS SHEET

STIFFENER NUMBER

THERE IS A 5'LONG AREA OF IMPACT DAMAGE TO GIRDER #4 IN SPAN I BETWEEN VERTICAL STIFFENERS #14-15. THE BOTTOM FLANGE PLATE IS BENT UPWARD 4" AND THE WEB PLATE IS BENT 4.5" OUT OF PLANE. SEE SPECIAL NOTE FOR HEAT STRAIGHTENING.

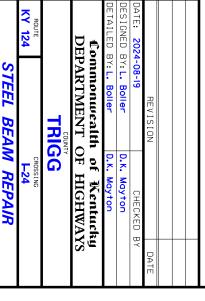


## NOTES

- SEE SHEET NO. 2 FOR ADDITIONAL DAMAGE LOCATIONS.
- 2. APPROXIMATE PAINT AREA ~ XXX SF ALONG GIRDERS I AND 4. NEW CROSSFRAMES NOT INCLUDED IN THIS PAINT AREA.







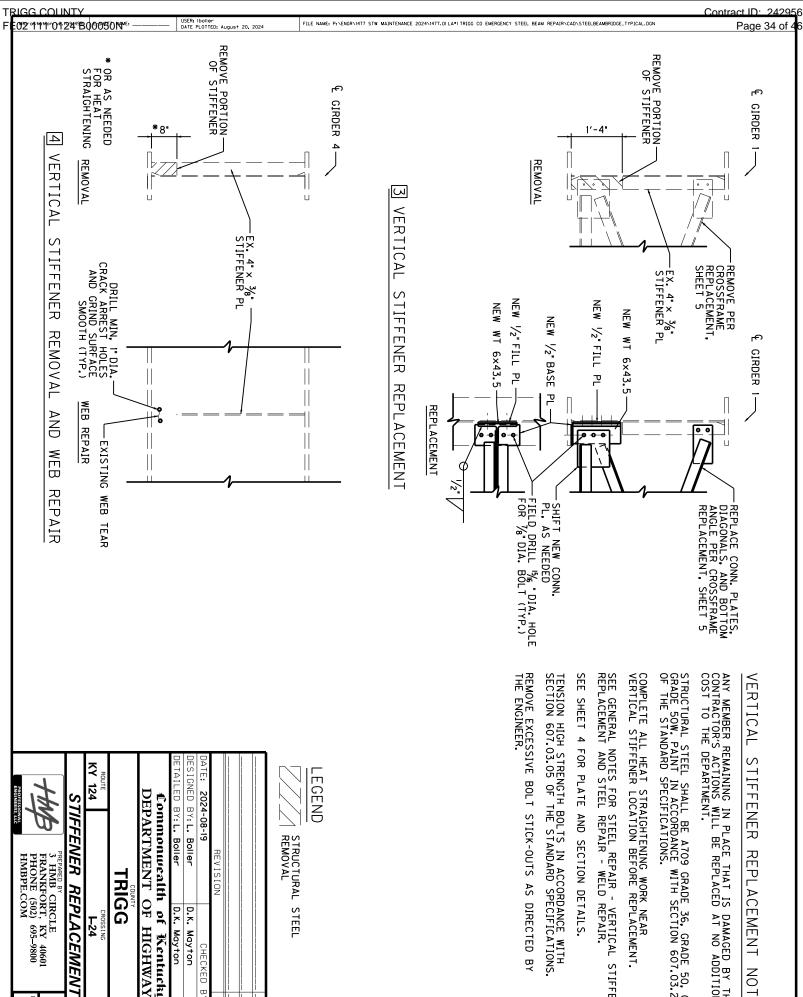
PREPARED BY
3 HAME CIRCLE
FRANKFORT, KY 40601
PHONE (502) 695–9800
HMBPE.COM

SHEET NO.

ВΥ

DATE

SHEET NO.



# VERTICAL STIFFENER REPLACEMENT NOTES

ANY MEMBER REMAINING IN PLACE THAT IS DAMAGED BY THE CONTRACTOR'S ACTIONS WILL BE REPLACED AT NO ADDITIONAL COST TO THE DEPARTMENT.

STRUCTURAL STEEL SHALL BE A709 GRADE 36, GRADE 50, OR GRADE 50W. PAINT IN ACCORDANCE WITH SECTION 607.03.23 OF THE STANDARD SPECIFICATIONS.

COMPLETE ALL HEAT STRAIGHTENING WORK NEAR VERTICAL STIFFENER LOCATION BEFORE REPLACEMENT.

SEE GENERAL NOTES FOR STEEL REPAIR - VERTICAL STIFFENER REPLACEMENT AND STEEL REPAIR - WELD REPAIR.

SEE SHEET 4 FOR PLATE AND SECTION DETAILS.

TENSION HIGH STRENGTH BOLTS IN ACCORDANCE WITH SECTION 607.03.05 OF THE STANDARD SPECIFICATIONS.

REMOVE EXCESSIVE BOLT STICK-OUTS AS DIRECTED BY THE ENGINEER.

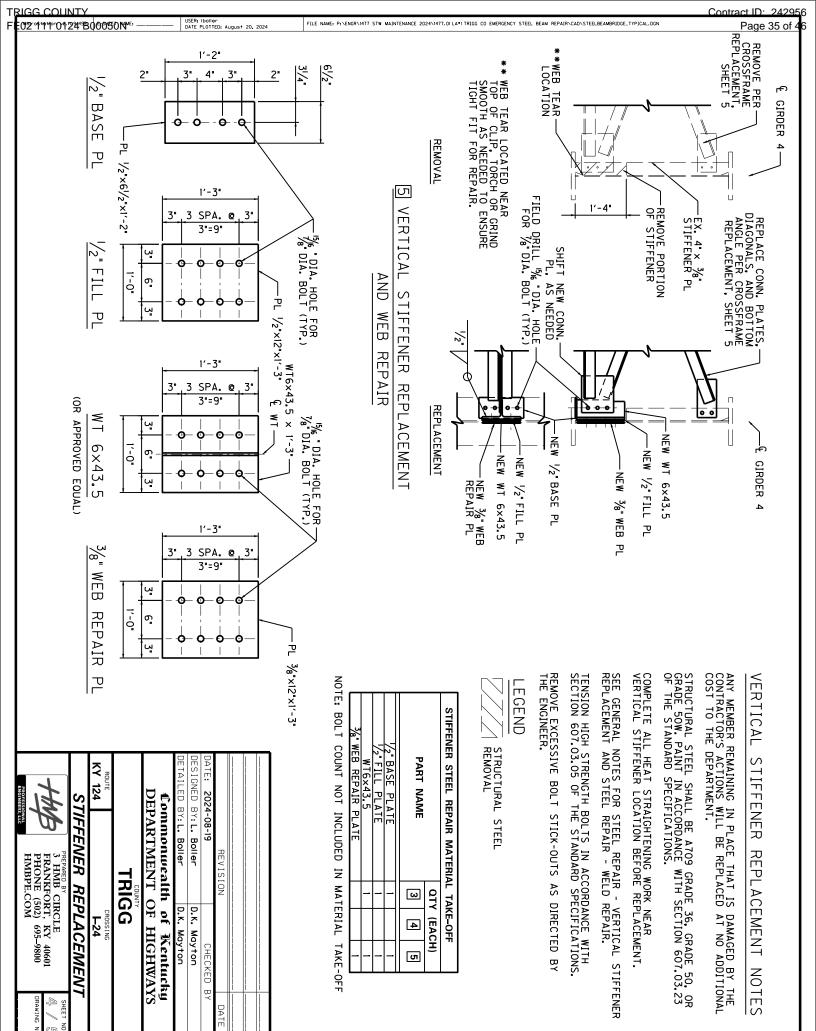
LEGEND

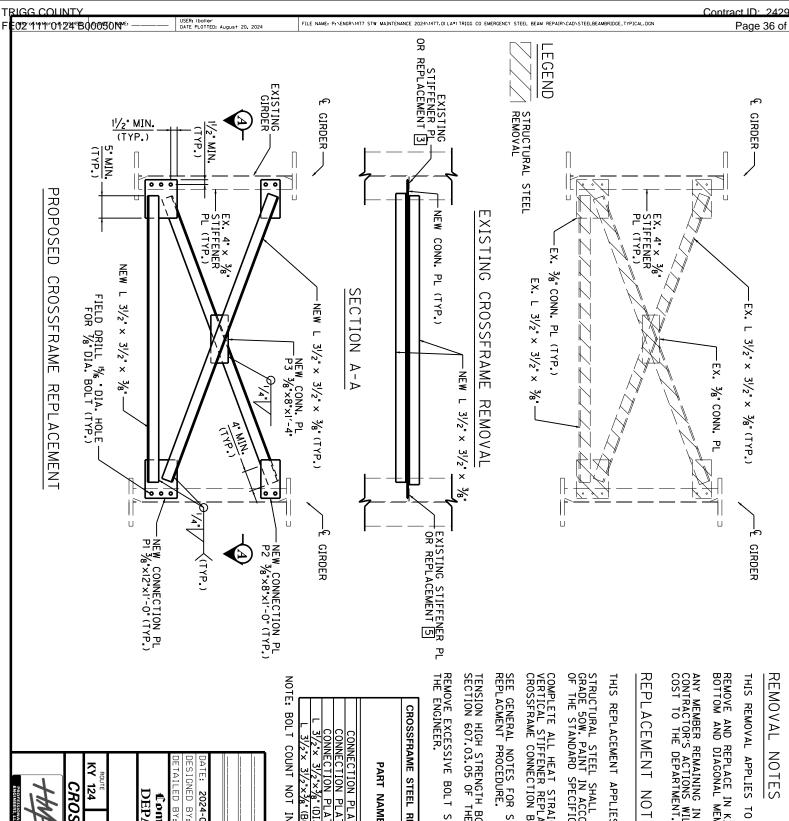
STRUCTURAL STEEL REMOVAL

ROUTE <b>KY 124</b>		¶on DEP	DETAILED BY: L. Boller	DESIGNED BY: L. Boller	DATE: 2024-08-19			
	TRIGG	Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS	:L. Boller		08-19	REVISION		
CROSSING <b>L24</b>	3G		D.K. Mayton  of Kentucky  )F HIGHWAY	D.K. Mayton	CHECKED BY			
		y YS			3Y	DATE		

PREPARED BY
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w SHEET NO. Ui





THIS REMOVAL APPLIES TO CROSSFRAMES 6,7, AND 8.

REMOVE AND REPLACE IN KIND EXISTING L 3/2" x 3/2" x

ANY MEMBER REMAINING IN PLACE THAT IS DAMAGED BY THE CONTRACTOR'S ACTIONS WILL BE REPLACED AT NO ADDITIONAL COST TO THE DEPARTMENT.

# NOTES

THIS REPLACEMENT APPLIES TO CROSSFRAMES 6, 7, AND 8.

STRUCTURAL STEEL SHALL BE A709 GRADE 36, GRADE 50, OR GRADE 50W. PAINT IN ACCORDANCE WITH SECTION 607.03.23 OF THE STANDARD SPECIFICATIONS.

COMPLETE ALL HEAT STRAIGHTENING AND STEEL REPAIR VERTICAL STIFFENER REPLACEMENT WORK NEAR CROSSFRAME CONNECTION BEFORE REPLACEMENT.

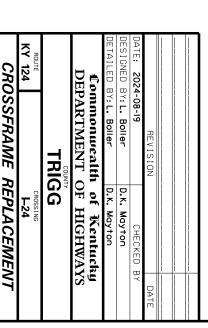
SEE GENERAL NOTES FOR STEEL REPAIR - CROSSFRAME REPLACMENT PROCEDURE.

TENSION HIGH STRENGTH BOLTS IN ACCORDANCE WITH SECTION 607.03.05 OF THE STANDARD SPECIFICATIONS.

REMOVE EXCESSIVE BOLT STICK-OUTS AS DIRECTED BY THE ENGINEER.

_	31/2"\ 31/2"\3/." (BOTTOM)
2	L 31/2"× 31/2"×3/8" (DIAGONAL)
	CONNECTION PLATE P3
2	CONNECTION PLATE P2
2	CONNECTION PLATE PI
OTY (EACH)	PART NAME
TERIAL TAKE-OFF	CROSSFRAME STEEL REPAIR MATERIAL TAKE-OFF

NOTE: BOLT COUNT NOT INCLUDED IN MATERIAL TAKE-OFF



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J SHEET

## 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: <a href="http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx">http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx</a>

#### **PART III**

#### EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

TRIGG COUNTY FE02 111 0124 B00050N

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#### 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.

#### 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.

- 3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age forty (40) and over, in admission to, or employment in any program established to provide apprenticeship or other training.
- 4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administrating agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

Revised: January 25, 2017

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#### **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: <a href="https://www.eProcurement.ky.gov">https://www.eProcurement.ky.gov</a>.

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** 

I LII IIOOI

**BEGINNING JULY 24, 2009** 

#### **OVERTIME PAY**

At least  $1\frac{1}{2}$  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.



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#### **PART IV**

#### **INSURANCE**

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

current edition

#### **PART V**

#### **BID ITEMS**

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#### **PROPOSAL BID ITEMS**

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Report Date 9/19/24

Section: 0001 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
0010	02562		TEMPORARY SIGNS	240.00	SQFT		\$	
0020	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0030	02671		PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH		\$	
0040	02775		ARROW PANEL	1.00	EACH		\$	
0050	06549		PAVE STRIPING-TEMP REM TAPE-B	500.00	LF		\$	
0060	06551		PAVE STRIPING-TEMP REM TAPE-Y	1,000.00	LF		\$	

Section: 0002 - BRIDGE - 111B00050N

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
0070	23594EC		HEAT STRAIGHTENING	1.00	LS		\$	
0080	24879EC		STEEL REPAIR CROSS FRAME REPLACMENT	3.00	EACH		\$	
0090	24879EC		STEEL REPAIR STIFFENER REPLACEMENT	3.00	EACH		\$	
0100	24879EC		STEEL REPAIR WEB TEAR REPAIR	2.00	EACH		\$	

Section: 0003 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
0110	02569		DEMOBILIZATION	1.00	LS	6	\$	