

CALL NO. <u>406</u> CONTRACT ID. <u>122957</u> <u>LAUREL - WHITLEY COUNTIES</u> FED/STATE PROJECT NUMBER <u>121GR12M109-FE02</u> DESCRIPTION <u>BRIDGE CLEANING AND PAINTING WITH STEEL REPAIRS</u> <u>DISTRICT 11</u> WORK TYPE <u>BRIDGE PAINTING & CLEANING</u> PRIMARY COMPLETION DATE <u>7/31/2013</u>

LETTING DATE: September 14, 2012

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

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

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# PART I

# **SCOPE OF WORK**

CONTRACT ID - 122957

ADMINISTRATIVE DISTRICT - 11

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - LAUREL, WHITLEY 121GR12M109-FE02 BRIDGE CLEANING AND PAINTING WITH STEEL REPAIRS DISTRICT 11

COUNTY - LAUREL PES - MB06300301203 FE02 063 0030 B00009N BRIDGE CLEANING AND PAINTING IN LAUREL COUNTY KY 30 OVER SOUTH FORK ROCKCASTLE RIVER. BRIDGE PAINTING & CLEANING. GEOGRAPHIC COORDINATES LATITUDE 37^09'16" LONGITUDE 84^01'14"

COUNTY - LAUREL PES - MB06301921201 FE02 063 0192 B00067N BRIDGE CLEANING AND PAINTING IN LAUREL COUNTY KY 192 OVER ROCKCASTLE RIVER. BRIDGE PAINTING & CLEANING. GEOGRAPHIC COORDINATES LATITUDE 37^01'40" LONGITUDE 84^19'44"

COUNTY - WHITLEY PES - MB11800241201 FE02 118 0025 B00090N BRIDGE CLEANING AND PAINTING IN WHITLY COUNTY US 25 OVER LYNN CAMP CREEK. BRIDGE PAINTING & CLEANING. GEOGRAPHIC COORDINATES LATITUDE 36^57'18" LONGITUDE 84^05'40"

COMPLETION DATE(S): COMPLETION DATE - July 31, 2013 APPLIES TO ENTIRE CONTRACT

# **CONTRACT NOTES**

#### PROPOSAL ADDENDA

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

#### **BID SUBMITTAL**

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

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

#### JOINT VENTURE BIDDING

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

#### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

#### SPECIAL NOTE FOR PIPE INSPECTION

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

# <u>REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN</u> <u>ENTITY</u>

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 <u>https://secure.kentucky.gov/sos/ftbr/welcome.aspx</u>.

# SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

Questions about projects during the advertisement should be submitted in writing to the Division of Construction Procurement. This may be done by fax (502) 564-7299 or email to <u>kytc.projectquestions@ky.gov</u>. 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 (<u>www.transportation.ky.gov/contract</u>). The answers provided shall be considered part of this Special Note and, in case of a discrepancy, will govern over all other bidding documents.

# ACCESS TO RECORDS

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

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

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

10/18/2011

## SPECIAL NOTE FOR RECIPROCAL PREFERENCE

#### **Reciprocal preference to be given by public agencies to resident bidders**

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

#### SPECIAL NOTES DISTRICT NO. 11 BRIDGE CLEANING AND PAINTING WITH STEEL REPAIRS LAUREL AND WHITLY COUNTIES 121GR12M109

#### FE02 063 0030 B00009N 00.97

Laurel County ~ KY 30 over South Fork Rockcastle River

#### Geographic Coordinates

Latitude – 37° 09' 15.91'' Longitude – 084° 01' 13.31''

#### Description

55 ft ~ 80 ft ~ 55 ft Continuous Steel Girder Spans

#### FE02 063 0192 B00067N 00.02

Laurel County ~ KY 192 over Rockcastle River

Latitude – 37° 01' 40.05'' Longitude – 084° 19' 44.06''

#### Description

120 ft ~ 170 ft ~ 120 ft ~ Continuous Steel Girder Spans ~ 40 ft RCDG Span

#### FE02 118 0025 B00090N 33.75

Whitley County ~ US 25 over Lynn Camp Creek

Latitude – 37° 15' 25.09'' Longitude – 084° 02' 01.58''

#### Description

77 ft ~ Simple Steel Girder Span ~ 2 ~ 48 ft RCDG Span

# SPECIAL NOTES FOR CLEANING AND PAINTING

SPECIAL NOTE FOR BIDDING PREQUALIFICATION AND STAFFING

SPECIAL NOTE FOR SURFACE PREPARATION AND PAINT APPLICATION

SPECIAL NOTE FOR WASTE MANAGEMENT

SPECIAL NOTE FOR RECYCLABLE SURFACE PREPARATION RESIDUE MANAGEMENT

SPECIAL NOTE FOR QUALITY CONTROL

SPECIAL NOTE FOR PAINT

SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS

SPECIAL NOTE FOR PRE-BID CONFERENCE

SPECIAL NOTE FOR PAYMENT

SPECIAL NOTE FOR STENCILING

SPECIAL NOTE FOR UTILITIES AND SIGNS

SPECIAL NOTE FOR WEIGHT LIMITS ON STRUCTURE

SPECIAL NOTE FOR RESEALING EXPANSION DAMS

SPECIAL NOTE FOR STEEL REPAIRS

GENERAL NOTE FOR MAINTAINING AND CONTROLLING TRAFFIC

# SPECIAL NOTE FOR BIDDING PREQUALIFICATION AND STAFFING

Bidders shall be Pre-qualified under **I18B** – Bridge Painting to have a bid opened and read.

The contractor(s) and or subcontractor(s) performing painting operations shall retain staff meeting the requirements listed below for the duration of this contract. Any production work conducted while not meeting these requirements shall not be eligible for payment. The contractor(s) and or subcontractor(s) performing painting operations personnel shall have been directly responsible for field operations of a structure painting project containing the requirements listed below.

- 1. A structure over a river or having multiple structures (more than three)
- 2. Having specific containment requirements
- 3. Maintaining vehicular traffic.

The projects shall have been completed to the facility owners' satisfaction.

The Contractor(s) and or Subcontractor(s) performing the Joint Replacement operations and steel repair operation required in this contract (not paint related) shall be Pre-qualified under E3, I16, or I19.

- E3 Bridges 100 FT. Clear Span and Over.
- I16 Bridge Repair.
- I19 Steel Erection

#### SPECIAL NOTE FOR SURFACE PREPARATION AND PAINT APPLICATION

All structural steel shall be cleaned and painted in accordance with the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction (current edition), and the following requirements:

# A. SUBMITTALS

The Contractor shall comply with the submittal requirements detailed in Section 108 of the 2012 Standard Specifications for Road and Bridge Construction and submit the following **written** items to the Project Engineer **14 days** prior to the Pre-Construction Conference:

- 1. A detailed Progress of Work Schedule. The Progress of Work Schedule will be reviewed and approved by the KYTC Engineer.
- 2. Traffic Control Plan. The Traffic Control Plan will be reviewed and approved by the KYTC Engineer.
- 3. Worker Protection Plan. The Worker Protection Plan will be reviewed by the KYTC Engineer.
- 4. Environmental Compliance Plan, including a Waste Management and a Ground Water and Surface Water Protection Plan. The Environmental Compliance Plans will be reviewed by the KYTC Engineer.
- 5. Manufacturers' recommended Film Thickness and application conditions for the coating system to be used.
- 6. Rigging and Containment Plan, Design for rigging and containment shall be signed and stamped by a licensed Kentucky professional engineer. The design for containment will be reviewed by the KYTC engineer.

#### All submittals must be received, accepted and/or approved prior to beginning any work.

#### **B. CONTAINMENT**

All structural steel shall be totally enclosed during all phases of the work. All containment shall meet the criteria for **SSPC Guide 6** – **Containment Classification Class 2A** for cleaning and painting of structural steel bridges.

<u>Air Pressure</u>- Negative air pressure meeting the requirements for **Type H2** shall be maintained.

<u>Air Movement</u>- A minimum air movement in containment is not specified but the contractor shall demonstrate that the air movement in the containment will provide the necessary engineering control to comply with OSHA worker safety requirements (i.e., lead standards as required by **29 CFR 1926**).

<u>Emissions -</u> Quantity of emissions from containment for structural steel bridges shall be assessed using Method A – Visible Emissions of **SSPC Guide 6** - Level 1 Emissions. Emissions shall be monitored for at least 15 minutes and reported in the logbook (**SEE SPECIAL NOTE FOR QUALITY CONTROL**) at least once for every four (4) hours of cleaning and painting.

Quantity of emissions from containment shall be assessed using **Method G** – Visual Assessment of Site Cleanliness. Results of the Method G assessment shall be reported in the logbook (**SEE SPECIAL NOTE FOR QUALITY CONTROL**).

Observance of emissions at any time may require (at the discretion of the Engineer) that cleaning and painting cease until the containment is sufficient to prevent emissions.

Provide proper (OSHA COMPLIANT) lighting on all operations (i.e. surface preparation, painting and inspection). Lighting for QA inspection shall meet the criteria described in **SSPC Guide 12** (Guide for Illumination of Industrial Painting Projects) for inspection.

The Contractor shall conduct EPA Ambient Air Monitoring for Toxic Metals (TSP-Lead) in accordance with 40 CFR 50 throughout all cleaning and painting operations including the removal of all containment materials and equipment from the project site. Background monitoring shall be conducted for a minimum of 3 days prior to mobilization of equipment and installation of containment materials. One pump shall be required at each site. The location will be determined by the Engineer. Additional monitoring may be requested at the discretion of the Engineer. Select an analytical laboratory which is approved to perform TSP-Lead analyses through the National Environmental Laboratories Accreditation Program (NELAP). Submit certified analytical results for each sample to the Engineer within 5 days of obtaining the sample. Emissions monitored by this method shall not exceed 1.5 micrograms per cubic meter ( $\mu g/m^3$ ) as a 90 day average as defined in the National Ambient Air Quality Standard (NAAQS) for Lead. Calculations to determine adjusted acceptable allowances based on NAAQS and site specific schedules are detailed in SSPC Technology Guide No. 6 and SSPC Technology Update No. 7.

The contractor shall provide OSHA compliant safe access for all cleaning, painting, and inspections.

Wastes and residue deposited on the containment materials shall be collected daily. In addition, containment materials shall be cleaned prior to moving/dismantling. The Engineer may direct additional cleaning as conditions warrant.

# C. SURFACE PREPARATION

# **Solvent Cleaning**

All visible grease and oil shall be removed from the surface prior to abrasive blast cleaning. The surface shall be cleaned in accordance with **SSPC-SP 1** to remove oil, grease, and any other surface contaminants. Only solvents or detergents that are acceptable to the coating manufacturer and the Department shall be used. A clean cloth shall be used for the final wiping of the cleaned surface. All solvent cleaning materials shall be collected, handled, stored, and disposed of as hazardous waste.

# **Compressed Air**

Compressed air used for any work shall be free from oil and/or water. The cleanliness of the compressed air shall be in accordance with **ASTM D 4285** (blotter test). The cleanliness of the compressed air shall be verified at least once per shift per compressor or as directed by the Engineer.

### **Abrasive Blast**

All structural steel shall be abrasive blast cleaned to an **SSPC-SP 10/NACE NO. 2** "Near White Metal Blast Cleaning" standard as described in the current SSPC documents. After blast cleaning all surface imperfections that remain (e.g. sharp fins, sharp edges, weld splatter, burning slag, scabs, slivers, etc.) shall be removed. The surface profile shall be **angular 1.5 to 4.5 mils** as measured in accordance with **ASTM D 4417 Method B**.

### **Abrasive Media**

Clean, dry, uniformly graded recyclable steel grit or grit/shot abrasive mix shall be used to produce an angular profile for blast cleaning that is free of oil, soluble salts and other similar substances which could contaminate the blasted surface. The abrasive shall meet the **SSP-AB 2** "Cleanliness of Recycled Ferrous Metallic Abrasive" standard.

**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.

# **D. PAINT APPLICATION**

Areas shall not be painted until they have been inspected and approved by the Engineer. Paint shall be applied only to clean, dry surfaces. Ensure that the appropriate surface condition, as described in the Abrasive Blast Cleaning section, is present at the time of primer application (i.e. re-treat if rust-back occurs). Apply a **Class II (Type I or Type II)** system from the approved list referenced in the **SPECIAL NOTE FOR PAINT**.

All coatings shall be applied within manufacturers recommended dry film thickness range. Comply with KYTC "Standard Specifications for Road and Bridge Construction" Section 614.03.02 and coatings supplier recommended conditions for application.

#### The finish coat shall be gray closely approaching Federal Standard 595 Color FS X6187.

**Damages -** All steps necessary to preclude damage to public property from paint overspray shall be taken. These steps shall include changes in the type of containment or cessation of spraying operations. The contractor shall be solely responsible for any damages arising from the painting operations.

**Repair of paint defects -** All defects in the new paint shall be repaired

# E. PAINT STORAGE, HANDLING, SAMPLING, MIXING AND THINNING

A paint storage site for receiving and storing paint delivered for use on the project shall be established. The paint storage site shall be located separate from the job site. All new paint shall be received at the storage site for inventory and acceptance testing. At that time, have the Contractor's QC inspector (SEE SPECIAL NOTE FOR QUALITY CONTROL) and the Department's inspectors independently inventory the supplied paint by batch number and quantities delivered. Their tallies shall be compared and any differences resolved. The Department's inspector examines all paint containers delivered and rejects those with 1) broken seals, 2) rust, 3) and altered, missing or illegible batch numbers or labels. The Department's inspector for material (SEE SPECIAL NOTE FOR PAINT). Rejected paint containers shall be labeled "REJECTED" and dispose of them promptly. The unapproved and/or rejected containers of paint shall be stored separately from those that have been approved. No paint shall be permitted at the actual job site until the Division of Materials has approved it.

Both the Contractor's QC inspector and the Department's inspector shall conduct a daily start-up inventory of containers of approved paint brought to the job site noting batch numbers and the Department inspector's container number. At the end of the work day, the QC inspector and the Department's inspector shall conduct another inventory noting the number of paint containers expended, Department inspector's inventory numbers, and types of paint. Paint containers brought on the job site and not used shall be inventoried. Re-inventory those when they are taken back to the job site to be used.

The addition of solvents to paint shall be permitted **only** by written approval from the Engineer. Use only new solvents supplied by the paint manufacturer. Solvents shall only be used at the job site in the presence of the Department inspector. Solvents from new, unopened containers with the solvent manufacturer's labeling intact shall be used. The QC inspector shall record locations where solvent-thinned paint was used.

Solvents used for cleaning at the job site shall be kept in sealed containers away from mixing operations. Solvents used to clean brushes, rollers, or spray equipment shall be collected in sealed containers and stored as a hazardous waste.

The paint manufacturer shall be required to provide a technical representative at the job site when requested by the contractor or the Department at no additional cost to the Department.

# F. WORKMANSHIP

All structural steel surfaces shall be properly cleaned and painted to the satisfaction of the Engineer. There shall be no provision for missed areas or substandard work regardless of size of the area in question. All improperly prepared or painted surfaces shall be repaired to meet the provisions of this specification.

Allowable field variation of the color of all cured finish coats on structural steel shall be  $2.0\Delta E^*$ . These values shall be obtained from a spectrophotometer utilizing a D65 illuminant at 45° illumination and 0° viewing with a 2° observer. The reference for this test shall be readings obtained on the initial test patch (**SEE SPECIAL NOTE FOR QUALITY CONTROL**). Surfaces with finish coats with color variations exceeding the  $2.0\Delta E^*$  value shall be repainted at the option of the Engineer.

#### SPECIAL NOTE FOR WASTE MANAGEMENT

# All wastes shall be collected and placed in appropriate containers on a daily basis. (SEE SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS).

#### Industrial waste

Dispose of industrial wastes (non-hazardous wastes) such as paint buckets, paint-contaminated rags, rollers, clogged spray hoses and brushes. Store industrial waste in appropriate containers, and appropriately labeled, prior to disposal. Industrial waste containers not covered or designed to prohibit entry of water, must be included in and comply with Ground Water and Surface water Protection requirements (SEE SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS - D. Groundwater and Surface water Protection).

# **Hazardous Waste**

Hazardous materials shall be stored separate from paint debris. All non-reusable solvents used in cleaning shall be considered hazardous waste. Store solvent wastes in separate containers (i.e. not with the paint debris).

The Department will provide a site on its property for the Contractor to erect a temporary storage facility. Store surface preparation debris and hazardous wastes at that site, in a secured six-foot high chain-link fence enclosure. The enclosure shall be built in accordance with Standard Drawing No. RFC-001-07 of the Kentucky Department of Highways Standard Drawings Book, with the exception that concrete is not required for installation of posts. The fence of the storage area must be firmly attached to metal posts and have a locked gate. The gate shall be secured to the fence post by a chain and a lock. Each side of the enclosure shall have appropriate placards forbidding unauthorized entrance and announcing that the area is a storage site for lead and hazardous wastes. Cover the ground where the containers will be stored with a waterproof tarpaulin. The contractor shall maintain the tarpaulin to avoid tears or punctures. Drums shall be set on skids that are placed on the tarpaulin. There shall be an adequate aisle space between the rows of stored drums so that the drums and labels can be inspected at any time. Areas around roll off containers shall be covered with tarpaulins. Tarpaulins shall be cleaned daily to remove collected lead bearing debris. The storage area shall be maintained / operated to prevent releases. The storage area shall have a spill clean-up kit. The kit shall include, but not be limited to shovel, broom, dustpan and absorbent material for solvents. There shall be access to communications or alarms whenever authorized personnel are in the storage compound.

The designated temporary storage facility shall be constructed and accepted by the Engineer prior to the onset of operations at the job site. The temporary storage facility shall be maintained during the active cleaning and painting of the bridge and return the site to its original state when the work is completed.

The Contractor shall be solely responsible for the management and the disposal of all hazardous waste generated during the cleaning and painting operations in accordance with the Kentucky Revised Statutes, Chapter 224, Subchapter 46, and the Kentucky Administrative Regulations promulgated pursuant thereto.

The Kentucky Transportation Cabinet will file a Notification of Hazardous Waste Activity with the Kentucky Division of Waste Management to obtain an EPA Identification Number in accordance with **401 KAR 32:010, Section 3**. The Cabinet will provide the Contractor with this EPA ID number to be used in hazardous waste management in compliance with **401 KAR 32:010, Section 3** (1).

The Contractor shall be responsible for furnishing appropriate U.S. DOT containers that are made or lined with materials which are compatible with the hazardous waste to be stored in accordance with **401 KAR 35:180**, **Section 3**. All hazardous wastes collected at the job site shall be placed in those containers for transport to the storage site. The containers shall be used and managed at the job site and at the storage site in accordance with **401 KAR 35:180**. Prior to the transfer of the containers of hazardous waste from the job site to the storage area, the containers shall be correctly sealed, labeled, marked and placarded as defined in the pre-transport requirements of **401 KAR 32:030**.

Each container shall be labeled "Hazardous Waste" and the date clearly marked when the hazardous waste is *first* added to the container in compliance with **401KAR 35:180**, Section **4(3)**. That date marked is the *start date* of the seventy-five (75) day storage period

The generator for the waste under this contract is the Kentucky Transportation Cabinet. All records including the labels on the waste containers and the manifests shall be completed using the Transportation Cabinet as the generator.

The Department requires that all hazardous waste shall be removed within seventy-five (75) days of the accumulation start date. The Contractor shall select a registered hazardous waste transporter to transport the containers of hazardous waste generated during the painting operations to a permitted hazardous waste treatment, storage or disposal facility. The hazardous waste must be manifested with a Uniform Hazardous Waste Manifest that is to be completed, in entirety, as per the regulations of **401 KAR 32:020** and **401 KAR 32:100**. Copies of all manifests with the Land Disposal Restriction Notice must be provided to the Project Manager and the Central Office, Division of Construction. Final partial payment of 15% for the project will not be released until the Department receives all copies of the manifests.

Failure to remove the hazardous waste within **Seventy-Five** (75) **days** shall result in a performance penalty of **Two Thousand Dollars** (\$2,000.00) per drum per day or **Eight Thousand Dollars** (\$8,000.00) per cubic yard per day that the containers are left in storage. This penalty is in addition to any fines that may be assessed by regulatory agencies other than the Transportation Cabinet.

# SPECIAL NOTE FOR RECYCLABLE SURFACE PREPARATION RESIDUE MANAGEMENT

The surface preparation debris generated at structural steel bridges shall be transported and recycled as a commercial substitute material in a recycling effort. All waste/debris collection, handling, storage, transportation, and disposal shall be the responsibility of the contractor.

#### **Abrasive Media**

Clean, dry, uniformly graded recyclable steel grit or grit/shot abrasive mix shall be used to produce an angular profile for blast cleaning that is free of oil, soluble salts and other similar substances which could contaminate the blasted surface. The abrasive shall meet the **SSP-AB 2** "Cleanliness of Recycled Ferrous Metallic Abrasive" standard.

#### Collection, Handling, and Storage of Wastes and Surface Preparation Debris

A "Competent Person for lead abatement" as defined by OSHA 1926.62 shall be on site during any operations which disturb lead. The "competent person" shall have successfully completed the **SSPC C3** "Supervisor/Competent Person Training for De-leading of Industrial Structures" or equivalent training.

All surface preparation debris shall be collected separate from waste materials and placed in appropriate containers on a daily basis. (See Special Note for Environment and Employee Safety Regulations)

#### Surface preparation debris

Surface preparation debris shall be separated from all wastes. While on-site, the surface preparation debris shall be managed as lead containing material. Precautions shall be taken to protect employees and the public from exposure to lead. Handling and storage of surface preparation debris shall be accomplished to prevent releases to the environment.

The Department will provide a site on its property for the Contractor to erect a temporary storage facility. Store surface preparation debris and hazardous wastes at that site, in a secured six-foot high chain-link fence enclosure. The enclosure shall be built in accordance with Standard Drawing No. RFC-001-07 of the Kentucky Department of Highways Standard Drawings Book, with the exception that concrete is not required for installation of posts. The fence of the storage area shall be firmly attached to metal posts and have a locked gate. The gate shall be secured to the fence post by a chain and a lock. Each side of the enclosure shall have appropriate placards forbidding unauthorized entrance and announcing that the area is a storage site for lead and hazardous wastes. The ground where the containers will be stored shall be covered with a waterproof tarpaulin. The contractor shall maintain the tarpaulin to avoid tears or punctures. Drums shall be set on skids that are placed on the tarpaulin. There shall be an adequate aisle space between the rows of stored drums so that the drums and labels can be inspected at any time. Areas around roll off containers shall be covered with tarpaulins. Tarpaulins shall be cleaned daily to remove collected lead bearing debris. The storage area shall be maintained / operated to prevent releases. The storage area shall have a spill clean-up kit. The kit shall include, but not be limited to shovel, broom, dustpan and absorbent material for solvents. There shall be access to communications or alarms whenever authorized personnel are in the storage compound.

The designated temporary storage facility shall be constructed and accepted by the Engineer prior to the onset of operations at the job site. The temporary storage facility shall be maintained during the active cleaning and painting of the bridge and return the site to its original state when the work is completed.

The Contractor shall be solely responsible for the management and the disposal of all surface preparation debris and hazardous waste generated during the cleaning and painting operations. Hazardous wastes shall be managed in accordance with the Kentucky Revised Statutes, Chapter 224, Subchapter 46, and the Kentucky Administrative Regulations.

The Contractor shall be responsible for furnishing appropriate U.S. DOT-specified containers that are made or lined with materials that are compatible with the surface preparation debris per 49CFR173.213 (non-bulk containers) or 49CFR173.240 (bulk containers). All surface preparation debris collected at the job site shall be placed in those containers for transport to the storage site. Prior to the transfer of the containers of surface preparation debris from the job site to the storage area, the containers shall be correctly sealed, labeled, marked and placarded as defined in the pre-transport requirements of 49CFR172.301 (non-bulk containers) or 49CFR172.302 (bulk containers). The Contractor shall check with the recycler and the transporter to insure that containers acceptable to both parties are employed.

The Contractor shall be responsible for the quality of the surface preparation debris placed in disposal containers. Under NO circumstances shall the debris become wet or be co-mingled with miscellaneous wastes.

#### **Transportation and recycling**

All surface preparation debris shall be transported for recycling within 90 days of initial container filling operations. The contractor shall contact the recycler to arrange for the delivery of the surface preparation debris. The recycler is: The Doe Run Company: Resource Recycling Division, HC1 Box 1395, HWY 10K, Boss, MO 65440, phone (573) 626-4813, fax (573) 626-3304, email <u>www.doerun.com</u>. The contractor will complete the Doe Run Supplier Profile Form and provide copies of it to both Doe Run and the Engineer prior to transporting the surface preparation debris.

The contractor shall select a registered hazardous material (HAZMAT) transporter for transportation of the surface preparation debris. The contractor shall provide the necessary waste storage/transportation containers. The contractor shall arrange for the pick-up of the containers and delivery to the recycler.

NOTE: The contractor shall be responsible for the condition of the surface preparation debris provided to the recycler. Surface preparation debris that is wet debris or that is comingled with other waste will be rejected by the recycler. If that occurs, the contractor must dispose of the debris as a hazardous waste. The contractor must promptly inform the Engineer in that event so that KYTC can obtain the proper permitting from the Kentucky Environmental and Public Protection Cabinet. Additionally, the contractor shall be responsible for all transportation costs, hazardous waste disposal costs and fines that are incurred.

The contractor shall supply the Engineer with all weight tickets for the commercial substitute material transported and delivered to the recycler and all Certificates of Recycling issued by the recycler for material deliveries related to this project. Final partial payment of 15% for the project shall not be released until the Engineer has received these documents.

### SPECIAL NOTE FOR QUALITY CONTROL

The contractor shall provide QC inspectors to monitor all work, insure that all work is completed in accordance with the Special Notes and Standard Specifications, and record inspection results. All QC inspectors shall possess at a minimum one of the following certifications: **SSPC-BCI level 1 or NACE CIP level 1 & CIP One Day Bridge Course**. The QC inspector(s) shall not perform production work that requires QC/QA inspection. The Department's (QA) inspector shall conduct in-progress reviews of the Contractor's operations and perform follow-up quality assurance (QA) inspections after the QC inspector has certified that a portion of work is complete.

**Progress of Work -** Work shall proceed by sections, bays or other readily identifiable parts of the structure. All work shall proceed from top to bottom of the structure. The work shall be broken down into adjacent sections (control areas) separated by bulkheads. Bulkheads shall be sealed to the containment and meet all **SSPC Guide 6 – Containment Classification Class 2A** requirements. Only one phase of work shall be permitted in a given control area at any time.

In any control area, Quality Control Point inspection and approval shall precede the start of succeeding phases of work. Quality Control Points are progress milestones that occur when one phase of work is complete and ready for inspection prior to continuing with the next operational step. At those points, the Contractor shall provide the Departments QA inspectors with OSHA compliant access to inspect all pertinent surfaces. If QA inspection indicates a deficiency, that phase of the work shall be corrected and re-inspected prior to beginning the next phase of work.

#### Quality Control Point

#### **QC** Inspection Function

	Surface Preparation Solvent Cleaning Abrasive Blast Cleaning	Visually inspect. Measure surface profile Visually inspect for cleanliness.
2.	Full Prime Coat Application	Check for dry film thickness, and defects in paint
3.	Full Intermediate Coat (if applicable)	Check for dry film thickness, and defects in paint
4.	Finish Coat Application	Check for dry film thickness, paint appearance, color and quality of application

The surface profile shall be verified with a minimum of 3 measurements per nozzle per shift. Each measurement shall be the average of 3 individual readings. Individual gage readings and averages shall be recorded in the log book. The Engineer may request additional measurements at any time.

The QC Inspector shall inspect prepared surfaces to determine whether those conform to the specification (see **SPECIAL NOTE FOR SURFACE PREPARATION AND PAINT APPLICATION**). Inspect each individual coat of paint using **KM 64-258-08 Procedure C**. Inspect for areas of incomplete coating coverage and coating defects. The Engineer may request tests, including destructive DFT tests, at additional sites or he may elect to perform additional tests.

The QC inspector shall maintain a handwritten record of all-painting activities, operations and inspections in the log book(s). At a minimum, the following information must be recorded:

- 1. all paint inventory and approval information,
- 2. daily records of ambient conditions (including all measurements taken),
- 3. daily progress of work information including start-up/shut-down times, bridge locations by control numbers, structural steel components by proper terminology and pertinent operations by control points, and
- 4. QC inspection information including evaluations at control points, rework comments, or approvals.

Make entries on consecutive pages of the logbook (in indelible ink) and make corrections by marking through mistakes with a single line. Do not remove pages or erase or obliterate entries in the logbook.

The QC inspector and QA inspector shall jointly assign adjacent control areas consecutive numbers and a short description defining their location. After completion of a phase of work in a control area, the QC inspector shall perform an inspection and shall determine whether the area has been satisfactorily prepared. If work in a control area is unsatisfactory, the QC inspector shall require the contractor to make the necessary corrections. That process shall be repeated as necessary until suitable corrections have been made. All logbooks shall be maintained at the job site at all times during the project, made available, upon request, to the Department's representatives and submitted to the Engineer at the end of the project for his review and records.

**Test Patch** - Prior to initiation of painting, prepare at least one test patch in each Section of work to serve as a standard for reference during the balance of the painting operations. The test patch shall be located at an accessible area incorporating surface types of the project. Use the specified surface preparation on a surface with at least 20 ft<sup>2</sup> per application method per coating plus 20 ft<sup>2</sup> for surface preparation.

When Central office personnel, the Engineer, QC inspector, and the QA inspector, agree that the appropriate level of cleanliness and surface preparation have been achieved, the contractor shall apply a clear sealer, supplied by the coatings manufacturer, to at least 20 ft<sup>2</sup> of the prepared surface. The contractor will then apply coating to the remainder (at least 20-ft<sup>2</sup>) of the test patch. Set aside the test patch area as a standard for proper application and appearance. Do not paint the reference areas until the balance of the project is completed. After the project is complete, reblast the area of the test patch with clear sealer, and apply all specified coatings. Apply all coatings, including the clear sealer, in the presence of Central Office personnel, the Engineer, the QA inspector, QC inspector, and a technical representative of the paint manufacturer. If QC and QA inspectors agree, clear coat preservation of the test patch may be replaced with pictorial records.

#### SPECIAL NOTE FOR PAINT

Use a coatings system from an approved supplier. A list of approved suppliers shall be found in the Department's List of Approved Materials maintained by the Division of Materials. All paint supplied shall conform to the applicable Special Notes contained in this proposal. The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials shall perform acceptance testing. At his option, the Engineer may elect to conduct more frequent sampling and testing. Test samples shall be taken at the Contractor's paint storage site. Department personnel shall perform sampling. Allow (10) working days for testing and approval of the sampled paint.

Note: It is the Contractor's responsibility to maintain an adequate inventory of approved paint. The Department shall assume no responsibility for lost work due to rejection of paint or approved paint subsequently found to be defective during the application process.

# SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS

# (A) Governing regulations

The existing paint in this project may contain lead, which is classified as a hazardous (toxic) material. Be knowledgeable of and comply with, all **lead-related** environmental and health regulations governing the Contractor's operations. Comply with regulations current at the time the work is performed and all requirements herein. Collect, transport to waste storage sites, and store hazardous wastes in accordance with applicable environmental and health regulations. The contractor is solely responsible for collection, transport, storage and disposal of all industrial wastes.

# (B) Liabilities and Obligations

The contractor shall be solely responsible for compliance with all applicable environmental and health and safety regulations to the satisfaction of the applicable government regulatory agencies and the Department. The Department assumes no obligations or liabilities for work stoppages or fines due to enforcement actions by government regulatory agencies or to related delays that the Department deems necessary.

# (C) State and Local Regulatory Agencies

State and local regulatory agencies charged with enforcing **most** regulations affecting the generation of hazardous wastes and worker safety issues are:

Kentucky Occupational Safety and Health Program, Labor Cabinet, Commonwealth of Kentucky, Frankfort, Kentucky

Environmental and Public Protection Cabinet, Commonwealth of Kentucky, Frankfort, Kentucky

#### **(D)** Groundwater and Surface water Protection

The contractor shall prepare and implement a groundwater and surface water protection plan in accordance with 401 KAR 5:037 (Ground Water), KRS 224.70-110 and 401 KAR 10:031 (Surface water) with the exception that hazardous waste or hazardous materials container volume is not limited to greater than 55 gallons or weight to 100 pounds.

# SPECIAL NOTE FOR PRE-BID CONFERENCE DISTRICT 11 121GR12M109 CID Number 122957

The Department will conduct a Pre-Bid Conference and Field Review of the subject project on **Friday, August 31 at 10:00 AM Eastern Daylight Time.** 

Department of Highways, District Eight Office 1660 South US 27 Somerset, Kentucky 42502 Phone: (606) 677-4017

Any company that is interested in bidding on the subject project or being part of a joint venture shall be represented at the conference by at least <u>one person of sufficient</u> <u>authority to bind the company</u>. No individual can represent more than one company. At the conference and, during the subsequent field review of the subject bridges, a roster shall be taken of the representatives present. Only companies represented at the conference at the date of letting.

During the field review, the company representatives and The Department of Highways officials will travel to all the project sites. The field review is not intended for bid estimation. The Contractor shall be required to furnish approved High Visibility Apparel for all of their representatives present at the field review. The two structures are in various locations throughout KYTC District 11. The Contractor shall be prepared to follow the KYTC representatives to each location and should allow ample time in which to do so.

The purpose of the conference and field review is to familiarize all prospective bidders with the contract requirements and the location and condition of all structures within the scope of the contract.

Department of Highways officials present at the conference and during the field review will answer questions concerning the projects.

# SPECIAL NOTE FOR PAYMENT

Payment for cleaning and painting structural steel shall be according to Standard Specifications for Road and Bridge Construction (2008) Section 614.05 with the following modification to Section 614.05.

Three-Coat Field Applied System. Partial payments will be based on acceptance of the following:

Surface Preparation	25%
Prime Coat	20%
Intermediate Coat	20%
Finish Coat	20%
De-rigging, touch-up of de-rigging marks and damage, and	
Environmental documentation	

# SPECIAL NOTE FOR STENCILING

The Bridge Number, the Month and year of the completion date, and any existing panel number system or panel number system set forth in the contract shall be stenciled on the structure at locations determined by the Engineer. Make the legend in letters and numerals at a minimum of 3 inches and maximum of 6 inches tall, and use a paint color that contrasts with the background.

# SPECIAL NOTE FOR UTILITIES AND SIGNS

All utilities, traffic lighting, navigational lighting and traffic signs shall be maintain and protected from damage.

### SPECIAL NOTE FOR WEIGHT LIMITS ON STRUCTURE

FE02 063 0030 B00009N is rated at 50 tons.

FE02 063 0192 B00067N is rated at 72 tons.

# FE02 118 0025 B00090N is rated at 41 tons.

No equipment, materials, vehicles, trailers nor combination of thereof exceeding the load rating of each structure listed above shall be placed on or drive across the structure. If the Contractor chooses to stage from the bridge deck he must submit a plan for approval by the KYTC Engineer showing placement and weight of all equipment.

#### NOTE FOR RESEALING EXPANSION DAMS

**I. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2012 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note. and the attached detailed drawings. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing joint seal; (3) Install joint seal as specified (4) Maintain and control traffic; and (5) Any other work specified as part of this contract.

# II. MATERIALS.

A. Silicone Rubber Sealant. See Section 807.

#### **III.** CONSTRUCTION.

- **A. Remove Existing Materials.** Remove the existing seal and clean according to section 606.03.11 and as directed by the Engineer. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "JOINT SEALING".
- **B.** Place New Seal. After all specified existing materials have been removed; place new seal in accordance with section 807.03.05 and 609.03.04 from gutter-line to gutter-line including extending through the curbs in one continuous operation.

#### IV MEASUREMENT.

**A. JOINT SEALING** The Department will measure the quantity in linear feet from gutter line to gutter line along the centerline of the joint. The Department will not measure the portion of the new seal extending through the curbs.

#### V. PAYMENT.

A. JOINT SEALING (08540) - Payment at the contract unit price per linear foot is full compensation for removing specified existing materials, furnishing and installing the new Silicone Sealant, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings. The portion of the joint seal extending through the barriers will be considered incidental.

#### VI. LOCATIONS:

Joints to be resealed are at 3 locations on the FE02 118 0025 B00090N 33.75 structure.

#### SPECIAL NOTE FOR STEEL REPAIRS

I. DESCRIPTION. Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2012 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detailed drawings. Section references are to the Standard Specifications. This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Beam Repair; (3) Bearing Replacement; (4) Replace/Repair Steel Diaphragm; (6) Any other work specified as part of this contract.

# II. MATERIALS.

- A. Structural Steel. See attached detailed drawings.
- **B.** Paint. See Special note for Surface Preparation and Paint Application.

#### III. CONSTRUCTION.

- A. **Steel Repairs.** Complete all repair and replacement items listed as specified and shown in the attached detailed drawings. Steel repair includes bid items for Beam Repair, Bearing Replacement and Replace/Repair Steel Diaphragm.
- **B.** Paint. All steel repairs shall be completed before any cleaning and painting operations other than the faying surfaces where new steel is to be installed. All existing faying surfaces where new steel is to be installed shall be cleaned and receive the prime coat as specified in the Special note for Surface Preparation and Paint Application 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. Contrary to the Standard Specification the new structural steel shall receive the same prime coat as specified in the Special note for Surface Preparation and Paint Application with the exception all surface preparation and the prime coat of shall be executed in the shop. Necessary touch up/repair of the shop applied prime coat on the new steel may be performed in the field.

#### IV MEASUREMENT.

- **A. Beam Repair** The Department will measure the quantity for "Each" for each beam repair as shown on the attached detailed drawings.
- **B. Bearing Replacement.** The Department will measure the quantity for "Each" bearing replacement as shown on the attached detailed drawings.
- **C. Replace/Repair Steel Diaphragm.** The Department will measure the quantity for "Each" Diaphragm as show on the attached detailed drawings.

# V. PAYMENT.

- **A. Beam Repair (24093EC).** Payment at the contract unit price for "Each" is full compensation for removing specified existing materials, furnishing and installing the new material and all incidental items necessary to complete the work.
- **B. Bearing Replacement (21969NN).** Payment at the contract unit price for "Each" is full compensation for removing specified existing materials, furnishing and installing the new material and all incidental items necessary to complete the work.
- C. Replace/Repair Diaphragm (23173EC). Payment at the contract unit price for "Each" is full compensation for removing specified existing materials, furnishing and installing the new material and all incidental items necessary to complete the work.

# VI LOCATION.

Steel repairs to be performed on the FE02 063 0192 B00067N 00.02 and the FE02 118 0025 B00090N 33.75 structures as shown the attached detailed drawings.

#### GENERAL NOTE FOR MAINTAIN AND CONTROL TRAFFIC

All lane closures on this project shall be in accordance with Kentucky Department of Highways Standard Drawings No. TTC-100, TTC-105, TTC-110 and the FHWA Manual for Uniform Traffic Control Devices (Current Editions) unless otherwise specified. Lane closures should be used only when absolutely necessary and kept to the shortest duration possible in order to minimize disruption to the traveling public. No work will be conducted over unprotected traffic at any location. At the discretion of the Engineer, lane closures may be restricted on holiday weekends.

The contractor shall be required to submit in writing, to the department, his complete work schedule 14 days prior to the Pre-Construction Conference. The contractor shall be required to coordinate his efforts with those of any other contractor in the construction area so as to eliminate any lane closures which conflict with this traffic note.

In the event it becomes necessary to make emergency repairs at this project by state forces or by other outside contractors, the (painting) contractor shall agree to alter his work pattern as directed by the engineer so as not to interfere with the emergency work.

The contractor shall be required to furnish all traffic control devices whenever his operations endanger or interfere with vehicular traffic as determined by the engineer. The contractor shall furnish any additional traffic control devices necessary to protect traffic and his workmen. Any costs associated with the added traffic control devices (including arrow boards) shall be incidental to the contract lump sum amount for "maintain and control traffic."

Placement of all devices for lane closures shall start and proceed in the direction of flow of traffic. Removal of devices shall start at the end of the construction area and proceed toward oncoming traffic. The contractor shall provide for the installation of all necessary traffic control devices before beginning work and their immediate removal as soon as work is suspended or completed. During the fully operational periods, when no lane closures are permitted, all equipment shall be totally removed from the job site. Traffic control signs shall be removed or covered (if left in a curb lane).

The contractor's vehicles shall always move with and not across or against the flow of traffic. Vehicles shall enter or leave work areas in a manner that will not be hazardous to or interfere with normal roadway traffic. Vehicles shall not park or stop except within designated work areas.

Personal vehicles shall not be permitted to park within the state right-of-way. The contractor's vehicles shall be prohibited from crossing the roadway and all pedestrian movement of the contractor's personnel on the roadway shall be limited to within the closed work area.

Any lane or shoulder closure shall include the use of a TMA placed between oncoming traffic and equipment or vehicles.

The Engineer may elect to use Variable Message Boards when necessary.

# Payment **Payment**

Payment of the contract lump sum amount for "maintain and control traffic" shall be full compensation for all items necessary to maintain and control traffic on this project. All traffic control items shall remain the property of the contractor when the work is complete.

#### FE02 063 0030 B00009N 00.97

Laurel County ~ KY 30 over South Fork Rockcastle River

#### FE02 063 0192 B00067N 00.02

Laurel County ~ KY 192 over Rockcastle River

#### FE02 118 0025 B00090N 33.75

Whitley County ~ US 25 over Lynn Camp Creek

Maintain one usable 12 foot lane. Flagging or traffic signals shall be used. If traffic signals are used the Contractor shall use flagging to minimize impact on school bus traffic when school is in session. The Contractor shall be responsible for establishing the dates and times when school bus traffic will impact the job site.

SPECIFICATIONS: References to the Specifications are to the current edition of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction including any current Supplemental Specifications. All references to the AASHTO Specifications for thighway Bridges, with interims.

DESIGN STRESSES: Minimum Structural Steel Yield Strength ~ 36,000 psl.

HIGH STRENGHT BOLTED CONNECTIONS: Ensure all bolted connections are ASTM A325 % diameter high strength bolts, nuts and washers. Diameter of holes shall be %

Furnish Type 1 bolts as described in AASHTO M164. Install all high strength bolted field connection using 'direct tension indicators' (DTJ's) in accordance with the Standard Specifications and ASTM F959. Install DTJ's under the bolt head with bumps facing the underside of the bolt head. Place a hardened washer under the the undersion connection from the nut side. VERIFYING FIELD CONDITIONS: The contractor shall field verify all plate and shape dimensions, boilt patterns and locations before ording material. New material that is usuitable because of variations in the existing structure shall be replaced at the contractor's expense.

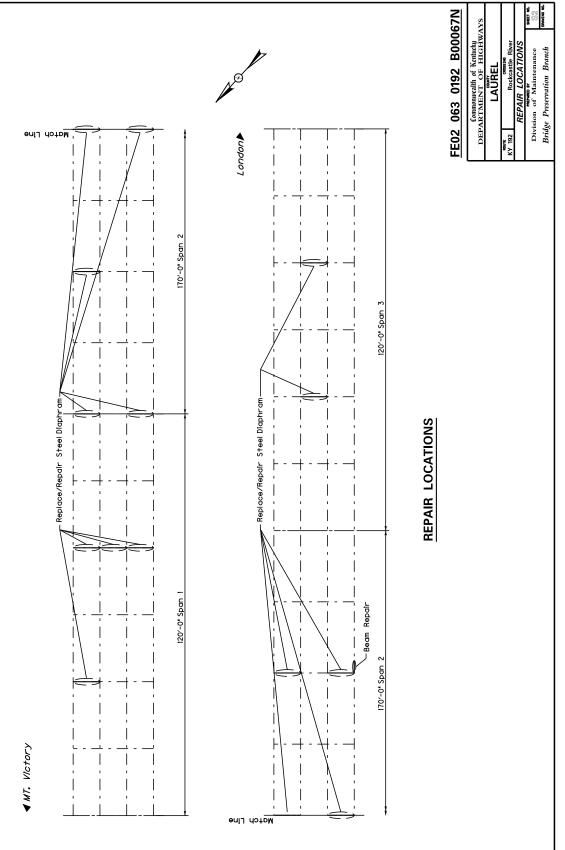
PLANS OF EXISTING STRUCTURE: As an aid to the contractor, plans of the existing structure are available from the Division of Strutural Design upon request. The completeness of the these drawings is not guaranteed and no reconsulity is assumed by the Kentucky Transportation Cabinet for their and focuracy. The existing drawing number for the FEO2 063 0192 B0006IN Structure is 15485 and for the FEO2 118 0025 B00090N Structure is 08762 and 1556.

PROHIBITED FIELD WELDING: No welding of any nature is to be performed without the written consent of the designer, and then only in the manner and at the location designeted in the authorization. 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 Contractor's actions. REMOVAL OF EXISTING RIVETS AND BOLTS: The contractor will be permitted to remove the rivers in any manner that does not damage the adjacent structural steel. This may include mechanical removal or other method approved by the Engineer. Use of cutting torches will not be permitted.

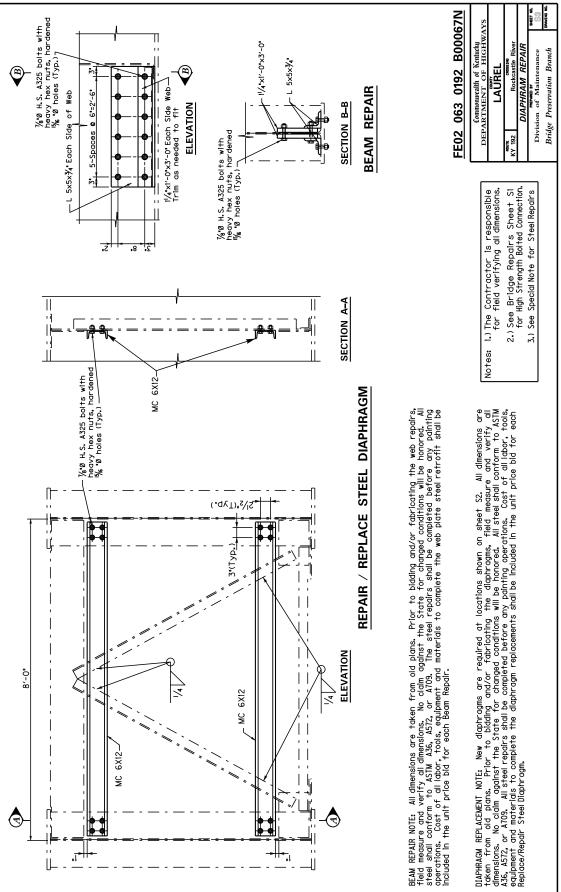
LEAD PAINT: Residual lead paint may still be on the bridge. The contractor is advised to take all necessary protective measures when removing, cutting or performing any other action on the existing steel. The Department will not consider any claims based on lead paint. DISPOSAL OF ALL MATERIALS: All existing structure steel including rivets and bolts shall become the property of the Contractor and shall be removed from the site. Contract ID: 122957

#### LAUREL - WHITLEY COUNTIES 121GR12M109-FE02

#### Contract ID: 122957 Page 36 of 63



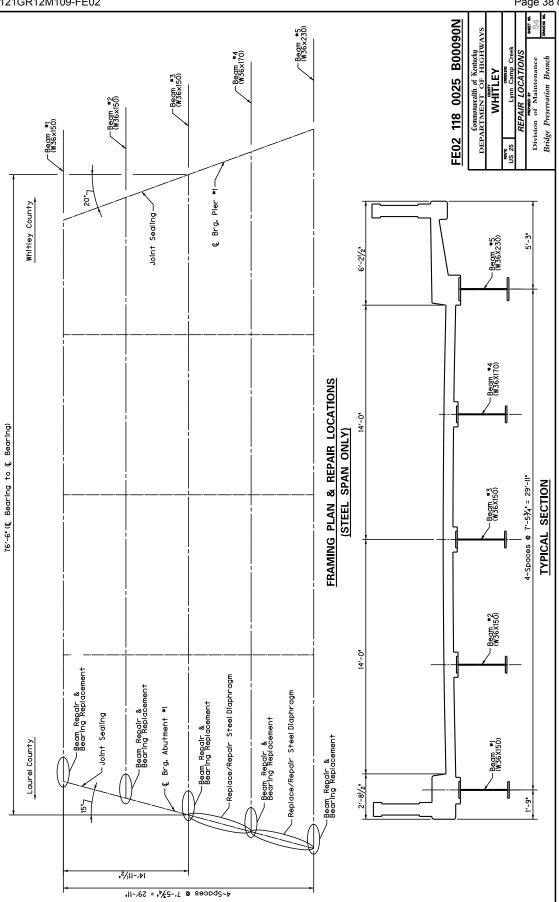
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#### LAUREL - WHITLEY COUNTIES 121GR12M109-FE02

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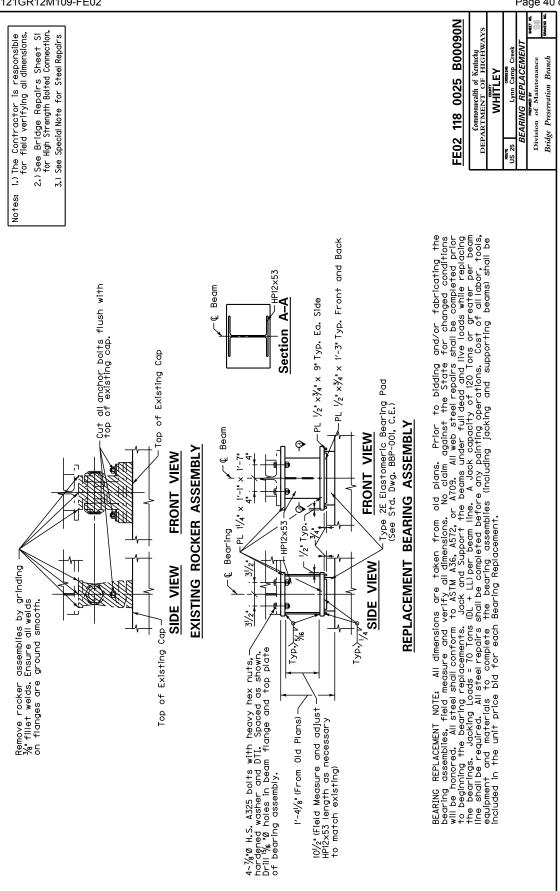


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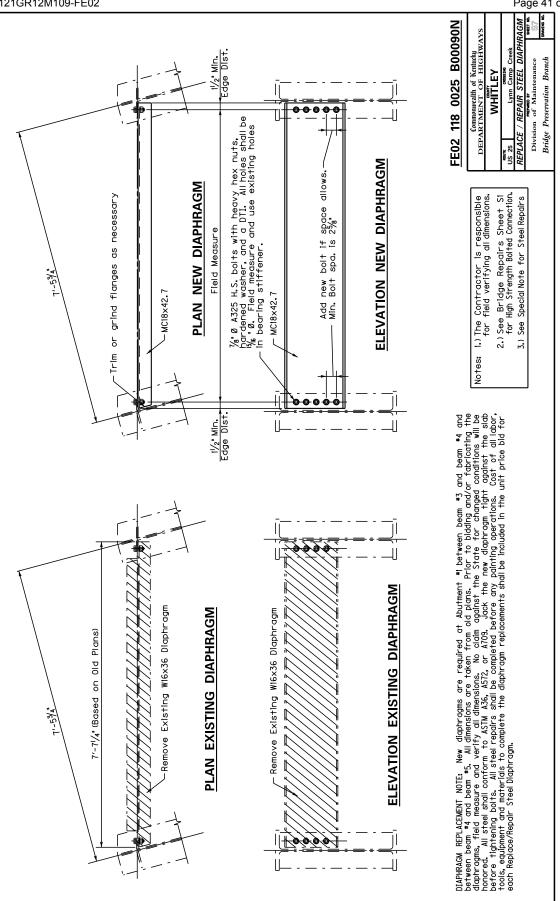
#### -L5"×5"×¾" ~ 3′-6" Long -Cut Plates and Angles as shown to ensure tight fit against bearing stiffener. FE02 118 0025 B00090N Commonuealth of Kentucky DEPARTMENT OF HIGHWAYS C Beam -Bolts through new bearing assemblies. See Bearing Assembly details. -PL 11/4"×10"×3'-6" Lynn Camp Creek Bridge Preservation Branch Division of Maintenance BEAM REPAIR WHITLEY Section Beam #5 **O**I ₽ لا 25% (Typ. Interior Beam) 23/4". Plan Beam End ¢∎ ⊥ (W36x230) 190) 190) 190) 190) 6~Spa. @ 6" = 3'-0" US 25 ¢€ Ľ 25%" " ¢€ 2.) See Bridge Repairs Sheet SI for High Strength Bolted Connection. Notes: 1.) The Contractor is responsible for field verifying all dimensions. 7%™0 H.S. A325 bolts with heavy hex nuts, hardened → 3.) See Special Note for Steel Repairs ź -8/ι<u>ε</u> ¢∎ **.**9 **B** L 31/2 washer and DTI. % "0 holes typ. Bearing Trim or grind this end of plates -and angles th miss filler weids on bearing stiffeners and ensure all plates lay fild against webs -and flanges of beam ىر L5"x5"x¾"~ 3'-6" Long -PL 1/4"×10"×3'-6" BEAM REPAIR NOTE: All dimensions are taken from old plans. Prior to bidding and/or fabricating the web repairs, field measure and verify all dimensions. No claim against the State for changed conditions will be honored. All steel shall conform to ASTM A36, A572, or A709. The steel repairs shall be completed before any painting operations. Cost of all abor, tools, equipment and materials to complete the web plate steel repairs thal be included in the unit price bid for each Beam Repair. Section Beam #4 i 25% (W36x170) 7" Cut Plates and Angles as shown to ensure tight fit against beaching stiffener. Folds new beaching assemblies. лС Beam 25/4 -N<sub>8</sub>\*Ø H.S. A325 bolts with heavy hex nuts, hardened washer and DTI. 1% \*Ø holes typ. <del>اچ</del> **.**9 3/18 9 23⁄4" J ¢® 6" = 3'-0" (Typ. Exterior Beam) L5"x5"x¾"~ 3′-6" Long Plan Beam End ¢€ -PL 1//4"×10"×3'-6" 6~Spg. @ ¢I ¢I #3 L' 31/2" Section Beams #1 To -2% -(W36x150) 🕻 Bearing Γ "Þ " Trim or grind this end of plates -and angles to miss fillet welds on bearing stiffeners and ensure all plates lay filat against webs and flanges of beam 2%" " N<sub>8</sub>"Ø H.S. A325 bolts with heavy hex nuts, hardened washer and DTI. 1% "Ø holes typ. <mark>-}</mark>† 9 18/12

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#### LAUREL - WHITLEY COUNTIES 121GR12M109-FE02

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#### LAUREL - WHITLEY COUNTIES 121GR12M109-FE02

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MATERIAL SUMMARY

CONTRACT ID: 122957

FE02 063 0030 B00009N PES NO: MB06300301203 BRIDGE CLEANING AND PAINTING IN LAUREL COUNTY KY 30 OVER SOUTH FORK ROCKCASTLE RIVER

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS
0020	08434	063B00009N CLEAN & PAINT STRUCTURAL STEEL 063B00009N	1.00	LS
0030	02568	MOBILIZATION	1.00	LS
0040	02569	DEMOBILIZATION	1.00	LS

FE02 063 0192 B00067N PES NO: MB06301921201 BRIDGE CLEANING AND PAINTING IN LAUREL COUNTY KY 192 OVER ROCKCASTLE RIVER

LINE NO 0010	BID CODE 02650	DESCRIPTION MAINTAIN & CONTROL TRAFFIC 063B00067N	QUANTITY 1.00	UNIT LS
0020	08434	CLEAN & PAINT STRUCTURAL STEEL 063B00067N	1.00	LS
0030	23173EC	REPLACE/REPAIR STEEL DIAPHRAGM 063B00067N	13.00	EACH
0040	24093EC	BEAM REPAIR 063B00067N	1.00	EACH
0050 0060	02568 02569	MOBILIZATION DEMOBILIZATION	1.00 1.00	LS LS

FE02 118 0025 B00090N PES NO: MB11800241201 BRIDGE CLEANING AND PAINTING IN WHITLY COUNTY US 25 OVER LYNN CAMP CREEK

LINE NO 0010	BID CODE 02650	DESCRIPTION MAINTAIN & CONTROL TRAFFIC 118B00090N	QUANTITY 1.00	UNIT LS
0020	08434	CLEAN & PAINT STRUCTURAL STEEL 118B00090N	1.00	LS
0030	08540	JOINT SEALING 118B00090N	89.00	$_{ m LF}$
0050	21969NN	118B00090N 118B00090N	5.00	EACH
0060	23173EC	REPLACE/REPAIR STEEL DIAPHRAGM 118B00090N	2.00	EACH
0040	24093EC	BEAM REPAIR 118B00090N	5.00	EACH
0070 0080	02568 02569	MOBILIZATION DEMOBILIZATION	1.00 1.00	LS LS

# PART II

# SPECIFICATIONS AND STANDARD DRAWINGS

### SPECIFICATIONS REFERENCE

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

Supplemental Specifications to the Standard Specifications for Road and Bridge Construction, 2012 Edition (Effective with the August 17, 2012 Letting)			
Subsection:	402.03.02 Contractor Quality Control and Department Acceptance.		
Part:	D) Testing Responsibilites.		
Number:	4) Density.		
Revision:	Replace the second sentence of the Option A paragraph with the following: Perform coring by the end of the following work day.		
Subsection:	606.03.17 Special Requirements for Latex Concrete Overlays.		
Part:	A) Existing Bridges and New Structures.		
Number:	1) Prewetting and Grout-Bond Coat.		
Revision:	Add the following sentence to the last paragraph: Do not apply a grout-bond coat on bridge decks prepared by hydrodemolition.		
Subsection:	609.03 Construction.		
Revision:	Replace Subsection 609.03.01 with the following: 609.03.01 A) Swinging the Spans. Before placing concrete slabs on steel spans or precast concrete release the temporary erection supports under the bridge and swing the span free on its supports. 609.03.01 B) Lift Loops. Cut all lift loops flush with the top of the precast beam once the beam is placed in the final location and prior to placing steel reinforcement. At locations where lift loops are cut, paint the top of the beam with galvanized or epoxy paint.		

# PART III

# EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

### TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

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

I. Application

- II. Nondiscrimination of Employees (KRS 344)
- III. Payment of Predetermined Minimum Wages

IV. Statements and Payrolls

#### I. APPLICATION

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

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

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

#### II. NONDISCRIMINATION OF EMPLOYEES

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

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

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

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

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

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

# III. PAYMENT OF PREDETERMINED MINIMUM WAGES

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

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

#### IV. STATEMENTS AND PAYROLLS

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

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

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

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

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

The contractor shall be notified in writing of apparent violations. The contractor may correct the reported violations and notify the Department of Highways of the action taken or may request an informal hearing. The request for hearing shall be in writing within ten (10) days after receipt of the notice of the reported violation. The contractor may submit records and information which will aid in determining the true facts relating to the reported violations.

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 2-16-95

## **EXECUTIVE BRANCH CODE OF ETHICS**

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

KRS 11A.040 (6) provides:

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

KRS 11A.040 (8) states:

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

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

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

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

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

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

## Kentucky Equal Employment Opportunity Act of 1978

The requirements of the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) shall 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: <u>https://www.eProcurement.ky.gov</u>.

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.

## KENTUCKY LABOR CABINET PREVAILING WAGE DETERMINATION CURRENT REVISION HIGHWAY CONSTRUCTION LOCALITY NO. II

### Determination No. CR-11-II-HWY

Project No. Highway

Date of Determination: August 4, 2011

This schedule of the prevailing rate of wages for Locality No. II including the counties of ADAIR, BARREN, BELL, BREATHITT, CASEY, CLAY, CLINTON, CUMBERLAND, ESTILL, FLOYD, GARRARD, GREEN, HARLAN, HART, JACKSON, JOHNSON, KNOTT, KNOX, LAUREL, LAWRENCE, LEE, LESLIE, LETCHER, LINCOLN, MCCREARY, MAGOFFIN, MARTIN, MENIFEE, METCALFE, MONROE, MORGAN, OWSLEY, PERRY, PIKE, POWELL, PULASKI, ROCKCASTLE, RUSSELL, TAYLOR, WAYNE, WHITLEY, and WOLFE has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-11-II-HWY.

The following schedule of rates is to be used for highway construction projects advertised or awarded by the <u>Kentucky Transportation Cabinet</u>. This includes any contracts for the relocation of any utilities or other incidental construction projects advertised or awarded by public authorities as a result of the highway construction project.

Apprentices or trainees shall be permitted to work in accordance with Administrative Regulations adopted by the Commissioner of the Department of Workplace Standards. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) hours per day, or in excess of forty (40) hours per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

1. WALLY

Michael Donta, Deputy Commissioner Department of Workplace Standards

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CR-11-II-HWY August 4, 2011

CLASSIFICATIONS	RATE AND FRINGE BENEFITS		
BOILERMAKERS:	BASE RATE \$24.65 FRINGE BENEFIT 12.94		
BRICKLAYERS: Bricklayers:	BASE RATE \$22.90 FRINGE BENEFITS 8.50		
Stone Mason:	BASE RATE \$21.50 FRINGE BENEFITS 8.50		
CARPENTERS: Carpenters:	BASE RATE \$22.40 FRINGE BENEFITS 8.75		
Piledrivers:	BASE RATE \$22.05 FRINGE BENEFITS 8.75		
CEMENT MASONS:	BASE RATE \$21.25 FRINGE BENEFITS 8.50		
ELECTRICIANS:	*BASE RATE \$29.36 FRINGE BENEFITS 10.55		

\*When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where workmen are subject to a direct fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet, and add 50% to workman's base rate for over 75 feet.

LINEMAN:	*BASE RATE FRINGE BENEFITS	\$30.09 10.94
EQUIPMENT OPERATOR:	*BASE RATE FRINGE BENEFITS	\$26.90 10.31
GROUNDSMAN:	*BASE RATE FRINGE BENEFITS	\$17.79 8.51
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	FRINGE BENEFITS	18.54
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CR-11-II-HWY August 4, 2011 LAUREL - WHITLEY COUNTIES

CLASSIFICATIONS	RATE AND FRINGE BENEFITS
LABORERS:	
General laborer, flagman, steam jenny:	BASE RATE \$20.84 FRINGE BENEFITS 8.75
Batch truck dumper, deck hand or scow man, hand blade operator:	BASE RATE \$20.84 FRINGE BENEFITS 8.75
Power driven tool operator of the following: wagon drill, chain saw, sand blaster, concrete chipper, pavement breaker, vibrator, power wheelbarrow, power buggy, sewer pipe layer, bottom men, dry cement handler, concrete rubber, mason tender:	BASE RATE \$21.09 FRINGE BENEFITS 8.75
Asphalt lute and rakerman, side rail setter:	BASE RATE \$21.14 FRINGE BENEFITS 8.75
Gunnite nozzle man, gunnite opeator:	BASE RATE \$21.14 FRINGE BENEFITS 8.75
Tunnel laborer (free air):	BASE RATE \$21.14 FRINGE BENEFITS 8.75
Tunnel mucker (free air):	BASE RATE \$21.74 FRINGE BENEFITS 8.75
Tunnel miner, blaster and driller (free air):	BASE RATE \$21.74 FRINGE BENEFITS 8.75
Caisson worker:	BASE RATE \$21.74 FRINGE BENEFITS 8.75
Powderman:	BASE RATE \$21.44 FRINGE BENEFITS 8.75
Drill operator of percussion type drills which are both powered and propelled by an independent air supply:	BASE RATE \$22.64 FRINGE BENEFITS 8.75

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CR-11-II-HWY August 4, 2011

#### **CLASSIFICATIONS**

### **OPERATING ENGINEERS:**

### Group A:

Auto patrol, batcher plant, bituminous paver, cable-way, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge engineer, elevator (regardless of ownership when used for hoisting any building material), elevating grader and all types of loaders, hoe-type machine, hoisting engine, locomotive, LeTourneau or carry-all scoop, bulldozer, mechanic, orangepeel bucket, piledriver, power blade, roller (bituminous), roller (earth), roller (rock), scarifier, shovel, tractor shovel, truck crane, well points, winch truck, push dozer, grout pump, high lift, fork lift (regardless of lift height), all types of boom cats, multiple operator, core drill, tow or push boat, A-Frame winch truck, concrete paver, gradeall, hoist, hyster, material pump, pumpcrete, ross carrier, sheepfoot, sideboom, throttle-valve man, rotary drill, power generator, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, tugger, backfiller gurries, self-propelled compactor, self-contained hydraulic percussion drill:

BASE RATE	\$23.80
FRINGE BENEFITS	8.75

### Group B:

All air compressors (200 cu. ft. per min. or greater capacity), bituminous mixer, concrete mixer (under 21 cu. ft.), welding machine, form grader, tractor (50 H.P. and over), bull float, finish machine, outboard motor boat, brakeman, mechanic helper, whirly oiler, tractair and road widening trencher, articulating trucks:

,	BASE RATE FRINGE BENEFITS	\$21.55 8.75
Group B2:	BASE RATE	\$21.90
Greaser on grease facilities servicing heavy equipment:	FRINGE BENEFITS	8.75

### Group C:

Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, pump, tamping machine, tractors (under 50 H.P.), vibrator, oiler, air compressors (under 200 cu. ft. per min.capacity), concrete saw, burlap and curing machine, hydro seeder, power form handling equipment, deckhand oiler, hydraulic post driver:

	BASE RATE FRINGE BENEFITS	\$21.31 8.75
PAINTERS: All Excluding Bridges:	BASE RATE FRINGE BENEFITS	\$19.92 9.57
Bridges:	BASE RATE FRINGE BENEFITS	\$23.92 10.07

Contract ID: 122957

CLASSIFICATIONS	RATE AND FRINGE BENEFIT:			
PLUMBERS:	BASE RATE \$22.52 FRINGE BENEFITS 7.80			
SHEET METAL:	BASE RATE \$20.40 FRINGE BENEFITS 7.8			
TRUCK DRIVERS:				
Truck helper and warehouseman:	BASE RATE \$21.10 FRINGE BENEFITS 8.75			
Driver, winch truck and A-Frame when used in transporting materials:	BASE RATE \$21.46 FRINGE BENEFITS 8.75			
Driver, (semi-trailer or pole trailer), driver (dump truck, tandem axle), driver of distributor:	BASE RATE \$21.45 FRINGE BENEFITS 8.75			
Driver on mixer trucks (all types):	BASE RATE \$21.45 FRINGE BENEFITS 8.75			
Truck mechanic:	BASE RATE \$21.38 FRINGE BENEFITS 8.75			
Driver (3 tons and under), tire changer and truck mechanic helper:	BASE RATE \$21.15 FRINGE BENEFITS 8.75			
Driver on pavement breakers:	BASE RATE \$21.46 FRINGE BENEFITS 8.75			
Driver (over 3 tons), driver (truck mounted rotary drill):	BASE RATE \$21.45 FRINGE BENEFITS 8.75			
Driver, Euclid and other heavy earth moving equipment and Low Boy:	BASE RATE \$21.46 FRINGE BENEFITS 8.75			
Greaser on greasing facilities:	BASE RATE \$21.15 FRINGE BENEFITS 8.75			

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## <u>ERRATUM</u>

Refer to the Locality Number and Determination Number listed below published by the Kentucky Labor Cabinet, Division of Employment Standards, Apprenticeship and Mediation dated August 4, 2011.

Locality: Highway Construction Locality No. II, including the following counties: Adair, Barren, Breathitt, Casey, Clay, Clinton, Cumberland, Estill, Floyd, Garrard, Green, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lincoln, McCreary, Magoffin, Martin, Menifee, Metcalfe, Monroe, Morgan, Owsley, Perry, Pike, Powell, Pulaski, Rockcastle, Russell, Taylor, Wayne, Whitley and Wolfe.

**Determination Number: CR-II-II-HWY** 

## DELETE:

Ironworkers	BASE RATE FRINGE BENEFIT	\$25.77 18.54
INSERT:		
Ironworker (Structural)	BASE RATE FRINGE BENEFIT	\$22.50 8.75
Ironworker (Reinforcing)	BASE RATE FRINGE BENEFIT	\$22.30 8.75

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Michael L. Dixon, Commissioner Department of Workplace Standards Kentucky Labor Cabinet Frankfort, KY 40601

This 8<sup>th</sup> day of November, 2011.

#### ERRATUM

Refer to the Locality Number and Determination Number listed below published by the Kentucky Labor Cabinet, Division of Employment Standards, Apprenticeship and Mediation dated August 4, 2011.

Locality: Highway Construction Locality No. II, including the following counties: Adair, Barren, Breathitt, Casey, Clay, Clinton, Cumberland, Estill, Floyd, Garrard, Green, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lincoln, McCreary, Magoffin, Martin, Menifee, Metcalfe, Monroe, Morgan, Owsley, Perry, Pike, Powell, Pulaski, Rockcastle, Russell, Taylor, Wayne, Whitley and Wolfe.

Determination Number: CR-II-II-HWY

### **DELETE:**

Ironworker (Structural)

Ironworker (Reinforcing)

BASE RATE \$22.50 FRINGE BENEFIT 8.75 BASE RATE \$22.30 FRINGE BENEFIT 8.75

### **INSERT:**

Ironworkers

BASE RATE	\$25.77			
FRINGE BENEFIT	18.54			

Michael L. Dixon, Commissioner Department of Workplace Standards Kentucky Labor Cabinet Frankfort, KY 40601

This 4<sup>TH</sup> day of May, 2012.

## Kentucky Determination No. CR-11-II-HWY dated August 04, 2011

Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

These rates are listed pursuant to the KentuckyDetermination No. CR-11-II HWY dated August 04, 2011, erratum dated November 8, 2011, and erratum dated May 4, 2012. Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and traing agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of the a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training. Such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contract or shall submit to the Contracting Officer, written evidence of the established apprenticeship-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

# Kentucky Determination No. CR-11-II-HWY dated August 04, 2011

# **TO: EMPLOYERS/EMPLOYEES**

# PREVAILING WAGE SCHEDULE:

The wages indicated on this wage schedule are the least permitted to be paid for the occupations indicated. When an employee works in more than one classification, the employer must record the number of hours worked in each classification at the prescribed hourly base rate.

# **OVERTIME:**

Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. Wage violations or questions should be directed to the designated Engineer or to the undersigned.

Ryan Griffith, Director Division of Construction Procurement Frankfort, Kentucky 40622

# PART IV

# **INSURANCE**

## INSURANCE

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

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

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

# PART V

# **BID ITEMS**

#### KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS FRANKFORT, KY 40622

CONTRACT ID: 122957 COUNTY: LAUREL, WHITLEY PROPOSAL: 121GR12M109-FE02

LINE NO	ITEM 	DESCRIPTION		APPROXIMATE UNIT   QUANTITY		NIT   	UNIT PRICE	AMOUNT
	SECTION 0001	BRIDGES						
0010	02650 	MAINTAIN & CONTRO 063B00009N		(	1.00)	LS		
0020	02650 	MAINTAIN & CONTRO 063B00067N		(	1.00)	LS		
0030	02650 	MAINTAIN & CONTRO 118B00090N	-	( 1.00) LS		LS		
0040	08434 	CLEAN & PAINT STRUCTURAL STEEL 063B00009N		(	1.00)	LS		
0050	  08434 	CLEAN & PAINT STR 063B00067N		(	1.00)	LS		
0060	08434 	CLEAN & PAINT STR 118B00090N		(	1.00)	LS		
0070	  08540 	JOINT SEALING 118B00090N			89.000	LF		
0080	   21969NN 	BEARING REPLACEMEN 118B00090N			5.000	EACH		
0090	23173EC 	REPLACE/REPAIR ST 063B00067N			13.000	EACH		
0100	23173EC 	REPLACE/REPAIR ST 118B00090N	EEL DIAPHRAGM		2.000	EACH		
0110	  24093EC 	BEAM REPAIR 063B00067N			1.000	EACH		
0120	  24093EC 	BEAM REPAIR 118B00090N			5.000	EACH		
	SECTION 0002	DEMOB						
0130	  02568 	MOBILIZATION	(NO MORE THAN 5%)		LUMP			
0140	  02569 	DEMOBILIZATION	(AT LEAST 1.5%)		LUMP			
		TOTAL BID						