



**CALL NO. 409**

**CONTRACT ID. 232903**

**POWELL COUNTY**

**FED/STATE PROJECT NUMBER 099GR23M064**

**DESCRIPTION VARIOUS ROUTES IN DISTRICT 10 - 2 LOCATIONS**

**WORK TYPE BRIDGE DECK RESTORATION & WATERPROOFING**

**PRIMARY COMPLETION DATE 8/1/2024**

**LETTING DATE: October 26,2023**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME October 26,2023. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

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

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# **PART I**

## **SCOPE OF WORK**

ADMINISTRATIVE DISTRICT - 10

CONTRACT ID - 232903

099GR23M064

COUNTY - POWELL

PCN - MB09900152301  
FE02 099 0015 B00044N 4.1

KY 15 (MAIN STREET) BRIDGE 099B00044N OVER BERT T COMBS MOUNTAIN PARKWAY AT MP 04.10BRIDGE  
DECK RESTORATION & WATERPROOFING  
GEOGRAPHIC COORDINATES LATITUDE 37:51:58.00 LONGITUDE 35:56:43.00  
ADT

PCN - MB09990002301  
FE02 099 9000 B00024R 18.25

BERT T COMBS MOUNTAIN PARKWAY (KY 9000) BRIDGE 099B00024R OVER RED RIVER AT MP 18.25BRIDGE  
DECK RESTORATION & WATERPROOFING  
GEOGRAPHIC COORDINATES LATITUDE 37:50:58.00 LONGITUDE 85:55:18.00  
ADT

COMPLETION DATE(S):

COMPLETED BY 08/01/2024	APPLIES TO ENTIRE CONTRACT
30 CALENDAR Days	APPLIES TO 099B00024R
30 CALENDAR Days	APPLIES TO 099B00044N

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

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

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

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

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

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

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

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

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

### **HARDWOOD REMOVAL RESTRICTIONS**

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

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

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

### **ACCESS TO RECORDS**

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

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

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

### **BOYCOTT PROVISIONS**

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

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

### **LOBBYING PROHIBITIONS**

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

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

October 4, 2023

## 1.0 BUY AMERICA REQUIREMENT.

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

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

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

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

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

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

Use foreign materials only under the following conditions:

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

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

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

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

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

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



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

10/26/2023

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

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

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

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

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

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

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

October 26, 2023 Letting

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

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

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

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

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

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

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

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

## **SPECIAL NOTE FOR RECIPROCAL PREFERENCE**

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

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

April 30, 2018

**SPECIAL NOTES  
DISTRICT NO. 10  
BRIDGE DECK RESTORATION AND WATERPROOFING  
POWELL COUNTY  
CID 232903 ~ 099GR23M064**

**FE02 099 9000 B00024R 18.25**

Powell County ~ KY 9000 (Burt T Combs Mountain Parkway) over Red River

***Geographic Coordinates***

Latitude 37° 50' 52.00'' (37.8478)

Longitude -83° 55' 18.00'' (-83.9216)

**Description**

42'- 42' Simple Span, 60'- 84'- 60' Continuous & 42' Simple Span RCDG, Drawing No. 14587

**FE02 099 0015 B00044N 04.10**

Powell County ~ KY 15 (KY 15) over KY 9000

***Geographic Coordinates***

Latitude 37° 51' 58.00'' (37.8660)

Longitude -83° 56' 43.00'' (-83.9452)

**Description**

45'- 57'- 57'-57' Simple Span R.C.D.G., Drawing No. 14585

**SPECIAL NOTES FOR BRIDGE DECK  
RESTORATION AND WATERPROOFING**

SPECIAL NOTE FOR BRIDGE DECK RESTORATION AND WATERPROOFING  
WITH CONCRETE OVERLAYS

SPECIAL NOTE FOR JOINT SEAL REPLACEMENT

SPECIAL NOTE FOR ELIMINATING TRANSVERSE JOINTS ON BRIDGES

SPECIAL NOTE FOR PREVENTIVE MAINTENANCE

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

SPECIAL NOTE FOR MAINTAINING AND CONTROLLING TRAFFIC

SPECIAL NOTE FOR PORTABLE QUEUE WARNING ALERT SYSTEM

## **SPECIAL NOTE FOR BRIDGE DECK RESTORATION AND WATERPROOFING WITH CONCRETE OVERLAYS**

**1. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings (current editions), this Note, and the attached detail drawings. Section references are to the Standard Specifications. This work consists of the following: (1) Furnish all labor, materials, tools, and equipment, (2) Remove existing overlay (3) Complete full-depth and partial depth repairs as directed by the Engineer, (4) Repair/replace damaged and corroded reinforcing bars, (5) Place new concrete overlay and epoxy-sand slurry in accordance with Section 606, (6) Complete asphalt approach pavement, and 7) Any other work specified as part of this contract. All construction will be in accordance with Section 606 unless otherwise specified.

**2. MATERIALS.**

- A. Latex Concrete.** See Section 606.03.17.
- B. Class "M" Concrete.** Use either "M1" or "M2". See Section 601.
- C. Bituminous Asphalt.** Use CL2 ASPH SURF 0.38D PG64-22.
- D. Epoxy-Sand Slurry.** See Section 606.03.10.

**3. CONSTRUCTION.**

- A. Remove Existing Overlay.** In addition to Section 606.03.03, totally remove the existing concrete overlay by milling.
- B. Partial Depth Slab Repair and Latex Overlay.** Remove areas determined to be unsound by the Engineer via hydro-demolition or via handheld jackhammers weighing less than 45lbs in accordance with Section 606.02.10 D. Repair/Replace all damaged or severely corroded reinforcing bars prior to partial depth repair operation. The Department will not measure material removal and will consider this work incidental to the bid item "PARTIAL DEPTH PATCHING". Mix and place Latex Modified Concrete Overlay in accordance with Sections 606.03.08 and 606.03.17.
- C. Asphalt Approach Pavement.** Mill each existing asphalt approach to the distance indicated in the attached detailed drawings. Remove the bituminous material uniformly by making an edge key, so as to provide a smooth transition to the finished bridge when a new bituminous overlay of compacted depth of approximately 1½" is added to the approaches. The grinding depth may vary depending on the condition of the existing approach and final elevation of bridge end. Dispose of all removed material away from the site.
- D. Surface Texturing.** Texture the concrete surface of the overlay in accordance with Section 609.03.10.
- E. Pavement Markings.** Restore pavement markings to original patterns and/or as directed by the Engineer in accordance with Sections 713, 714 and 837. See Standard Drawings TPM-115 and TPM-207 Current Edition.
- F. Verifying Field Conditions.** The Contractor shall field verify all dimensions before ordering any material. New material that is unsuitable due to variation in existing structure shall be replaced at the Contractors expense.

- G. Damage to the Structure.** The Contractor shall bear all responsibility and expense for all damage to the structure during the repair work even to removal and replacement of a fallen span, should the fallen span result from the Contractor's actions.
4. **MEASUREMENT.** See Section 606 and the following:
- A. Latex Modified Concrete for Overlay.** The Department will measure the quantity in cubic yards using the theoretical volume as follows for each bridge:  

<b>099B00024R</b>	<b>(342' x 30' x 1.5") = 47.5 CY</b>
<b>099B00044N</b>	<b>(11640 SF x 1.5") = 53.9 CY</b>
  - B. Remove Epoxy Bit Foreign Overlay, Blast Cleaning, Epoxy Sand Slurry and Bridge Overlay Approach Pavement.** The Department will measure the removal of the existing overlay in square yards.
  - C. Partial Depth Patching.** The Department will measure the quantity in cubic yards by deducting the theoretical volume of bridge deck overlay (LMC) from the total volume (as indicated by the batch quantity tickets) of Concrete required to obtain the finished grade shown on the plans or established by the Engineer.
  - D. Concrete Class M Full Depth Patch and Concrete Latex Overlay.** The Department will measure the quantity in cubic yards.
  - E. Steel Reinforcement.** The Department will measure any reinforcing steel necessary for the partial or full depth patch in pounds.
  - F. Pave Striping-Perm 4 Inch.** The Department will measure the quantity in lineal feet.
5. **PAYMENT.** See Section 606 and the following:
- A. Remove Epoxy Bit Foreign Overlay.** The Department will make payment for the removal of the existing overlay.
  - B. Partial Depth Patching (24094EC).** The Department will make payment for removing exiting materials, furnishing and placing all new materials completed and accepted.
  - C. Concrete Class M Full Depth Patch (08526).** The Department will make payment for removing exiting materials, furnishing and placing all new materials.
  - D. Blast Cleaning (08549).** The Department will make payment for blast cleaning all surfaces specified.
  - E. Epoxy Sand Slurry (08504).** The Department will make payment for furnishing and placing all new materials as specified.
  - F. Concrete Latex Overlay (08534).** The Department will make payment for furnishing and placing all new material as specified.
  - G. Steel Reinforcement (08150).** The Department will make payment for steel reinforcement, if necessary.
  - H. Asphalt Approach Pavement (03304).** The Department will make payment for removing existing materials, furnishing, and placing all new materials as specified.
  - I. Pave Striping-Perm 4 Inch (06514).** The Department will make payment for furnishing and placing permanent striping as specified.

## **SPECIAL NOTE FOR JOINT SEAL REPLACEMENT**

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

**2. MATERIALS.**

**A. Expansion Joint Seals.**

1" ~ SSI SES 112, Watson Bowman Acme FS-100 or BEJS BEJS-ON-A-Reel

2" ~ SSI SES-200, Watson Bowman Acme FS-200 or BEJS EMSEAL (2").

4" ~ SSI SES-400, RJ Watson SF-400, Watson Bowman Acme SF-400 or  
BEJS EMSEAL (4") or DS Brown V-400

**3. CONSTRUCTION.**

**A. Remove Existing Materials.**

Remove the existing joint seal. Armored edges to remain.

**B. New Joint Material.** Use a system listed in 2. Materials to reseal joints. Install as recommended from the manufacture. Provide the engineer with the manufacture's documents for installation

**C. Verifying Field Conditions.** The Contractor shall field verify all joint openings, locations and manufacture before ordering any material. New material that is unsuitable due to variation in existing structure shall be replaced at the Contractors expense.

**4. MEASUREMENT.**

**A. JOINT SEAL REPLACEMENT.** 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 barrier. The portion of the joint seal extending through the barriers will be considered incidental.

**5. PAYMENT.**

**A. JOINT SEAL REPLACEMENT (23386EC) -** Payment at the contract unit price per linear foot is full compensation for removing specified existing materials, furnishing and installing the new specified system, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and the standard specification.



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

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

**2. MATERIALS.**

**A. Class "M" Concrete.** Use either "M1" or "M2". See Section 601.

**B. Epoxy Coated Steel Reinforcement.** Use Grade 60. See Section 602.

**C. Epoxy Bond Coat.** See Section 511.

**3. EQUIPMENT.**

**A. Hammer.** See Section 606.02.10 B.

**B. Sawing Equipment.** See Section 606.02.10 C.

**C. Hydraulic Impact Equipment.** See Section 606.02.10 D.

**4. CONSTRUCTION.**

**A. Remove Existing Materials.** Remove the existing transverse joints, joint filler, and specified areas of concrete as shown on the plans or as directed by the Engineer. Clean and leave all existing steel reinforcement encountered in place. Damaged steel reinforcement will be repaired/replaced as directed by the Engineer at no additional cost to the Department.

Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Eliminate Transverse Joint".

**B. Additional Steel Reinforcement.** Furnish for this work steel reinforcing bars as shown on the plans. Splice these bars to the existing longitudinal reinforcement in the deck and curb/sidewalk in the areas of removed concrete to tie the slabs together as shown on the plans. Ensure that all exposed steel reinforcement is tied in accordance with Section 602.03.04 prior to pouring the new Class "M" concrete.

**C. Place New Concrete.** Blast-clean all areas of existing concrete and structural steel to come in contact with new concrete until free of all laitance and deleterious substances immediately prior to the placement of the Class "M" Concrete. The surface areas of existing concrete to come in contact with the new Class "M" Concrete are to be coated with an epoxy bond coat immediately prior to placing new concrete in accordance with Section 511. The interfaces of the new and old concrete shall be as nearly vertical and horizontal as possible. Place new Class "M" Concrete to the specified grade and finish to receive the new overlay or as shown on the plans. On the sidewalk and curb, place the new concrete to original grade and finish to match the existing curb/sidewalk. Repair all pavement striping that is disturbed.

**D. Stage Construction.** Installation of concrete in two (or more if specified) stages is necessary.

- E. Residual Lead.** Residual lead paint may still be on bridge. The Contractor is advised to take all necessary protective measures including worker safety and environmental regulations when performing surface preparation. The Department will not consider any claims based on residual lead paint.
- F. Verifying Field Conditions.** The Contractor shall field verify all dimensions before ordering any material. New material that is unsuitable due to variation in existing structure shall be replaced at the Contractors expense.
- G. Damage to the Structure.** The Contractor shall bear all responsibility and expense for any and all damage to the structure during the repair work even to removal and replacement of a fallen span, should the fallen span result from the Contractor's actions.

**5. MEASUREMENT.**

- A. Eliminate Transverse Joint.** The Department will measure the quantity in linear feet from plinth to plinth perpendicular to the centerline of the bridge.
- B. Steel Reinforcement.** See Section 602.

**6. PAYMENT.**

- A. Eliminate Transverse Joint (03300).** Payment at the contract unit price per linear foot is full compensation for furnishing equipment, labor, tools and materials needed to complete removal and disposal of the specified existing materials, cleaning and straightening of existing steel reinforcement, furnishing and installing the concrete, repairing traffic striping and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.
- B. Epoxy Coated Steel Reinforcement (08151).** See Section 602.

## **SPECIAL NOTE FOR PREVENTIVE MAINTENANCE**

- 1. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, (current editions), this Note and Attached Detailed Drawings. Section references are to the Standard Specifications. This work consists of the following: (1) Furnish all labor, materials, tools, and equipment, (2) Bridge Cleaning, (3) Concrete Coatings (4) Bearing Lubrication (5) Any other work specified as part of this contract.
- 2. MATERIALS.**
  - A. Wash Water** Use clean potable water for all pressure washing.
  - B. Concrete Coatings** See The Division of Material's list of approved materials for concrete coatings and Section 821.
  - C. Bearing Lubricant** Use one of the lubricants from the following manufactures:  
**Manufacture Lubricant**  
Bostik Inc., Never Seez - Mariner's Choice  
Mobil Oil Mobil Centaur Moly NLGI Grades 1 or 2  
Certified Labs Premalube #1 WG
- 3. CONSTRUCTION.**
  - A. Bridge Cleaning.** All debris shall be removed from the bridge components. See attached detailed drawings addressing components having debris removal. Equipment for removing debris from the bridge components shall be determined by the Contractor, subject to the approval of the Engineer. The Contractor shall prevent any debris from entering any body of water, bridge drainage system, or traffic lanes. All debris removed shall be disposed of in a suitable off-site disposal facility. All vegetation present at areas of the bridge that are to be addressed in this proposal shall be removed as determined by the Engineer.  
**All cost to complete Debris Removal and Remove Vegetation as specified shall be included in the Lump Sum price for "Bridge Cleaning"**

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

**All cost to complete Pressure Washing as specified shall be included in the Lump Sum price for Lump Sum price for “Bridge Cleaning”.**

**C. Concrete Coatings Application.**

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

**All cost to complete Concrete Coating Application as specified shall be included in the Lump Sum price for “Concrete Coatings”.**

**D. Bearing Lubrication Application.** Bearing devices shall be recoated with lubricated as specified. Bearing devices shall have lubricant applied to all surfaces of the bearing including bearing plates and points of movement. See attached detailed drawings for each bridge showing location and quantity of the bearing devices. Perform all bearing lubrication application at temperatures above 40 degrees Fahrenheit or in accordance with manufactures specifications.

**All cost to complete Bearing Lubrication Application as specified shall be included in the unit price Each for “Lubricate Bearing”.**

**E. Sequence of Work.**

Complete work in the sequence listed below:

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

#### **F. Inspection.**

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

**1. Debris Removal:** Visual Inspection.

**2. Stratified Rust or Pack Rust Removal:** Visual Inspection and Scraper Test any surface cleaned to SSPC SP2 will be inspected by a dull scraper test to ascertain adherence of existing coating and a hammer test for tightness of pack rust.

**3. Power Washing:** Visual Inspection.

**4. Concrete Coating:** Prime Coat Application Check for wet film thickness\*, and defects in the Paint. Finish Coat Application Check for wet film thickness\*, paint appearance, color and quality of application.

**5. Bearing Lubrication.** Visual Inspection.

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

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

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

#### **4. MEASUREMENT.**

**A. Bridge Cleaning.** The Cabinet will measure this item by Lump Sum, completed and accepted.

**B. Concrete Coating.** The Cabinet will measure this item by Lump Sum, completed and accepted.

**C. Bearing Lubrication:** The Cabinet will measure this item by Each, completed and accepted.

#### **5. PAYMENT.**

**A. Bridge Cleaning (24981EC).** Payment at the contract unit price for "Lump Sum" is full compensation for Debris Removal, Deck Drain Cleaning, Pressure Washing and all incidental items required to complete this with as specified in this note and attached detailed drawings.

**B. Concrete Coating (24982EC).** Payment at the contract unit price for "Lump Sum" is full compensation for applying the concrete coatings and all incidental items required to complete this work as specified in this note and attached detailed drawings.

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

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

1. **COMPLETION DATE.** The Contractor has the option of selecting the starting date for this Contract. Once selected, notify the Department in writing of the date selected at least two weeks prior to beginning work. All work is to be completed by the date listed below. An allotted number of Calendar days are assigned to each structure in this contract as shown below.

<u>STRUCTURE</u>	<u>NO. OF CALENDAR DAYS</u>	<u>COMPLETION DATE</u>
099B00024R	30	August 1, 2024
099B00044N	30	August 1, 2024

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

All construction must be completed in accordance with the weather limitations specified in Section 606 and/or Section 601 as applicable. No extension of Contract time will be granted due to inclement weather or temperature limitations that occur due to starting work on the Contract or a structure late in the construction season.

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

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

Except as provided herein, traffic shall be maintained in accordance with the Standard Specifications (current edition), Section 112. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic". Contrary to Section 106.01, traffic control devices used on this project may be new or used in new condition, at the beginning of the work and maintained in like new condition until completion of the work.

### **2. TRAFFIC COORDINATOR**

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

### **3. SIGNS**

Contrary to Section 112.04.02, only long-term signs (sign intended to be continuously in place for more than 3 days) will be measured for payment; short term signs (signs intended to be left in place for 3 days or less) will not be measured for payment but will be incidental to Maintain and Control Traffic.

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

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

Skip lines and/or solid lines through the length of the tapers for lane closures and other striping as directed by the Engineer shall be temporarily covered with 6" black removable tape. Permanent removal of all other pavement striping for traffic control shall be considered incidental to Maintain and Control Traffic. Temporary pavement striping shall be paid only once per course in accordance with Section 112.04.07. The Contractor shall replace any temporary striping that becomes damaged or fails to adhere to the pavement before dark on the day of the notification. **A penalty of \$500.00 per day will be assessed** for failing to replace temporary striping within this time limit.

### **5. PROJECT PHASING & CONSTRUCTION PROCEDURES**

Maintain one lane of traffic on each bridge at all times in accordance with Standard Drawing No. TTC- 115 and TTC-120. The minimum clear lane width required is as follows:

<u>Structure</u>	<u>Clear Lane Width</u>
099B00024R	12'-0"
099B00044N	12'-0"

**7. ADDITIONAL LANE CLOSURES AND OVER-DIMENSIONAL LOAD SIGNAGE**

Shoulder and single will be permitted for structure crossing KY 9000 for any necessary work below the structure. These shoulder, lane closures and over-dimensional load signage will be determined by the Engineer. All shoulder and lane closures shall be removed when not working. All cost shall be considered incidental to the lump sum bid for Maintain and Control Traffic.

**8. MEASUREMENT.**

**Temporary Signs:**

The Cabinet will measure this item by "Square Feet".

**Maintain and Control Traffic:**

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

**Lane Closure, Arrow Panel, Relocate Crash Cushion and Temporary Crash Cushion:**

The Cabinet will measure this item by "Each".

**Relocate Temporary Barrier, Concrete Barrier Wall type 9T and Pave Striping-Temp Rem Tape-B, W, Y:**

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

**9. PAYMENT.**

**Temporary Signs (02562)**

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

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

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

**Lane Closure (02653), Arrow Panel (02775), Relocate Crash Cushion (02898) and Temporary Crash Cushion (20738NS112):**

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

**Relocate Temporary Barrier (02003), Concrete Barrier Wall Type 9T (03171) and Pave Striping-Temp Rem Tape-B (06549), W (06550), Y (06551):**

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



## **Special Note for Portable Queue Warning Alert System**

### **1.0 Description**

This item shall consist of furnishing, installing, relocating, operating, servicing, and removing various components of a portable, quickly deployable, real-time automated ITS queue warning alert system (PQWAS), in accordance with the standard specifications and this special provision. The Contractor shall also provide the maintenance of the complete system for the duration of the project or as directed by the Project Engineer. The Department is willing to look at different technologies (i.e. allow the use of crowd sourcing data to be used in lieu of the portable radar sensors). Any changes to the below requirements must be submitted and approved by the Engineer.

### **2.0 Materials**

Materials shall be in accordance as follows:

All materials used shall meet the manufacturer's specifications and recommendations.

All PQWAS materials installed on the project shall be provided by the Contractor in excellent quality condition, shall be corrosion resistant and in strict accordance with all of the details shown within Contractor's Plans approved by KYTC. The Contractor shall maintain an adequate inventory of parts and replacement units to support maintenance and repair of the PQWAS. Pre-deployment is a condition of the system's acceptance and is based on the successful performance demonstration for a (5) day continuous period in accordance to this specification and as set forth in the plans. Ensure compliance to all FCC and Department specifications.

The Contractor shall maintain this system and shall be locally available to service and maintain system components, move portable devices as necessary and respond to emergency situations. The Contractor has oversight responsibility for directing placement of devices in the project area. The Contractor is to be accessible seven (7) days a week and twenty-four (24) hours a day while the system is deployed. The Contractor shall provide contact information for the system's coordinator and others responsible for maintenance of the system prior to installation of the system. Furnish a System Coordinator for monitoring the PQWAS throughout all periods of deployment.

#### **A. General Capabilities and Performance Requirements**

1. Overall PQWAS capabilities and performance requirements include the following:
  - a. Furnish a system capable of providing advance traffic information to motorists when there is a queueing of traffic due to congestion resulting from lane reductions, emergency events or other conditions. The condition-responsive notification to the motorist occurs with the use of Portable Changeable Message Signs (PCMS) in accordance to the below capabilities and performance requirements, activated through real-time traffic data collected downstream of the PCMS locations. This equipment must

be a packaged system, pre-programmed and operates as a stand-alone PQWAS meeting this specification. Conditions might exist that require relocation of the portable sensors at any given time, the sensors shall be portable and shall not require re-calibration in the field for fast deployments. Due to the potential need to replace damaged sensors or to change the position of one or more sensors at any given time, sensors must be interchangeable and relocatable by an unskilled laborer. The system must continue to function if as many as half the sensors fail to function.

- b. Provide a PQWAS that consists of the following field equipment: portable radar sensors and portable changeable message signs (PCMS). Provide a system capable of withstanding inclement weather conditions while continuing to provide adequate battery power. The portable radar sensor battery, in a stand-alone state and without a solar panel for recharging, shall be capable of keeping power and capable of sending data for (10) consecutive days or longer. The system shall notify drivers of real-time queue events via specifically placed PCMS units up stream of the work zone. All predetermined/preprogrammed messages are to be approved by KYTC. The number and location of portable radar sensors and PCMS units shall be as directed by the Project Engineer. The decision to deploy or relocate field equipment is made by the Project Engineer and instrumented through the System Coordinator. The decision for equipment removal is made by the Project Engineer after work is complete. The sensors and PCMS units shall be identifiable via global positioning system (GPS) and shall contain an accelerometer to detect and alert of unauthorized movement.
- c. The portable radar sensor shall be capable of collecting traffic speed data. The processed data is used to remotely control PCMS units to display user definable, Engineer approved and locally stored messages. The message trigger state thresholds for slow and stopped speeds shall be user configurable and revisable in less than {1} hour from the Project Engineer's request. Weekly Traffic Data Reports shall be presented to the Project Engineer and shall include speed data per sensor location, travel times, and queue lengths in graphical and numerical formats. In the event the Project Engineer requires a report, other than a weekly report, for any reason; then the Contractor shall provide report within (48) hours of request. Unlimited data reports shall be included within price of system. Sensors shall require no calibration adjustments in the field. Sensor should begin transmitting data within (30) seconds of being turned on. Satellite (SAT) communications will be required when cellular service does not provide continuous communications. Contractor shall identify the most trustworthy cellular provider within the project area.
- d. Data shall be accessible through a website and the Contractor shall provide a username and password for protection. The website shall be accessible seven (7) days a week and twenty - four (24) hours a day. The website shall provide historical & real-time data in graphical and numerical formats and shall have the capability of being integrated within the Department's Traffic Management Center (if requested). The website should be compatible to most hand held devices. Data shall be saved on the manufacturer's network for up to (5) years from the deployment date of system and shall be provided at the request

of the Department at any time within the (5) year window. The use of the website shall be included within the price of system.

- e. Warning Alerts: queue events, low battery voltage warnings, sensor movement alerts, high and low speed alerts shall be provided via cellular text messaging and/or via email messaging at the request of select Contractor personnel and KYTC officials.
- f. The PQWAS system shall have the capabilities to provide alternate route messaging on specifically placed portable changeable message units and/or fixed Variable Message Systems (VMS). The intent of this service is to provide alternate route messaging to motorists before entering the project limits from all directions and giving them appropriate time to adjust their routes. Alternative routes shall be predefined and approved by KYTC. Additional PCMS units may be required for alternate route messaging and will be as per Section 5.0 of this note. KYTC's Traffic Management Center will provide detour messages via fixed VMS units during the term of the project.

#### **B. Portable Radar Sensor Capabilities and Performance Requirements**

The PQWAS shall include portable radar sensors (PRD) to monitor and detect queue events.

- 1. The Radar Sensor shall be FHWA accepted to meet NCHRP 350 test requirements
- 2. The Radar Sensor shall be locatable at all times via an internal Global Positioning System (GPS) and shall be capable of Cellular or SAT Communications.
- 3. The Radar Sensor shall have a dry-cell battery capable of powering the system for (10) consecutive days or longer
- 4. The Radar sensor shall be K-Band technology and have a line of sight up to 200 linear feet without obstruction
- 5. The Radar sensor shall have the ability to be charged in the field through adaptable solar recharging technology in the case the sensor is utilized for more than 10 consecutive days

#### **C. PCMS Capabilities and Performance Requirements**

The PQWAS shall include portable changeable message signs (PCMS) designated to relay automated messaging of queue events, alternate route messages, and caution for the work area defined by the project limits. PCMS placements shall meet the requirements set forth by the Cabinet in each direction of the National Highway System (NHS).

- 1. The PCMS unit shall be a Full Matrix 24 rows x 50 columns and shall be capable of 1 line, 2line or 3 line messages
- 2. The PCMS unit shall be legible from a distance over twelve hundred feet (1200')
- 3. The height and size of characters shall be 18" to 58"
- 4. The PCMS shall be capable of storing up to 199 pre-programmed messages and up to 199 user-defined messages
- 5. The PCMS shall have a weather tight control cabinet with back lit LCD handheld controller.
- 6. The PCMS shall utilize a hydraulic lift to raise the unit to display height
- 7. The PCMS unit shall include solar recharging ports to allow for recharging of the portable radar sensors when they are not deployed.
- 8. The PCMS shall be NTCIP compliant and shall have an active Modem with active cellular service.

9. The user shall have the ability to communicate and override the PCMS remotely in the event of an emergency, Amber Alert, etc.
10. The PCMS unit shall have a docking station to include safety rails that allow a commercial safety strap to tie down the portable radar sensors while in transport. The docking station shall hold-up to (4) sensors safely and securely at all times

### **3.0 Construction Requirements**

All communication costs include cellular telephone services, FCC licensing, wireless data networks, satellite and internet subscription charges, and battery charging and maintenance. Additional to these requirements, the Contractor shall assume all responsibility for any and all damaged equipment due to crashes, vandalism, and adverse weather that may occur during the contract period.

The PQWAS shall operate continuously (24 hours/ 7 Days) when deployed on the project. The system is in a constant "data collection" mode when deployed. The Contractor shall provide technical support for the PQWAS for all periods of operation.

In the event communication is lost with any component of the PQWAS, provide a means and staff to manually program a PCMS message. If communication is lost for more the 10 consecutive minutes, the system shall revert to a fail-safe ROADWORK/# MILES/AHEAD message displayed on the PCMS units until communication is restored.

System Operator, local control function and remote management operation must be password protected.

The PQWAS shall be capable of acquiring traffic information and selecting messages automatically without operator intervention after system utilization. The lag time between changes in threshold ranges and the posting of the appropriate PCMS message(s) shall be no greater than (60) seconds. The system operation and accuracy must not be appreciably degraded by inclement weather or degraded visibility conditions including precipitation, fog, darkness, excessive dust, and road debris.

The system shall be capable of storing ad-hoc messages created by the System Coordinator and logging this action when overriding any default or automatic advisory message.

The PQWAS communication system shall incorporate an error detection/correction mechanism to insure the integrity of all traffic conditions data and motorists information messages. Any required configuration of the PQWAS communication system shall be performed automatically during system initialization.

The system's acceptance is based on the successful performance demonstration of PQWAS for a (5) day continuous period in accordance to this specification and as set forth in the plans. Ensure compliance to all FCC and Department specifications.

**4.0 Equipment Maintenance.**

Maintain system components in good working condition at all times. Repair or replace damaged or malfunctioning components, at no cost to the Department, as soon as possible and within (12) hours of notification by the Engineer. Periodically clean PCMS units if necessary.

**5.0 Measurement.** The Department will measure each item below in Months. For partial months the Department will pay in 0.25 increments based on the number of calendar days in the below table.

Partial Month Payment Schedule	
Days	Increment
0-7 days	0.25
8-14 days	0.50
15-21 days	0.75
22-31 days	1.00

**5.1 Portable Queue Warning Alert System** includes cellular (SAT communications will be required if cellular is not available), all supporting field equipment, website, and unlimited data reports accessible by the Engineer. It will be measured by the number of months authorized by the Engineer for use on the project.

**5.2 Queue Warning PCMS** will be measured by each individual unit multiplied by the number of months authorized by the Engineer for use on the project.

**5.3 Queue Warning Portable Radar Sensors** will be measured by each individual unit multiplied by the number of months authorized by the Engineer for use on the project. Queue Warning Portable Radar Sensors will not be measured for payment if the Contractor utilizes a system operating on crowd sourcing data. Crowd sourcing data systems will only be allowed as approved by the engineer and will be considered incidental to Portable Queue Warning Alert System.

**6.0 Payment.**

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
26136EC	Portable Queue Warning Alert System	Month
26137EC	Queue Warning PCMS	Month
26138EC	Queue Warning Portable Radar Sensors	Month

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

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

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



**Andy Beshear**  
GOVERNOR

**TRANSPORTATION CABINET**

200 Mero Street  
Frankfort, Kentucky 406 01

**Jim Gray**  
SECRETARY

# Asbestos Inspection Survey

To: James Brittain  
District: Central Office  
Date: August 10, 2023  
Conducted By: O'Dail Lawson  
Report Prepared By: O'Dail Lawson

---

## Project and Structure Identification

Project Number: CID 232903  
Structure ID: Powell 099B00044N  
Structure Location: KY 15 over Bert T Combs Mountain Parkway  
Sample Description: Any suspect materials collected were negative for asbestos.  
Inspection Date: August 8, 2023

## Results and Recommendations

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

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

(502) 495-1212

Fax: (502) 491-7111

Analysis N#	# 3308093	Address:	Powell - 099B00044N
Client Name:	K Y T C		
Sampled By:	O'Dail Lawson		

[illegible]

Analyst : Winterford Mensah

Reviewed By: Wintgers Mercap  
Signature

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

AJHA #1 02459





## Chain of Custody Record

Kentucky Transportation Cabinet

200 Mero Street, 4th Floor West

Frankfort, Kentucky 40622

(502) 564-7250 fax (502) 564-5655

O'Dail Lawson W4-06-06 200 Metro Street Frankfort KY	Client Information Area Square footage:							
Powell 099 B00044N	KY TRANSPORTATION CABINET							
Phone: Fax: 502-564-5655	N/A = Not Applicable							
Project ID	Sampplers (signature):							
Sample ID	Sample Description	Date	Time	Analysis Requested	Matrix	Color	Cont. Type	Preservative
B-1	Joint Compound #1	8/8/23	↓	Ashens bulb	bottom	black		N/A
P-2	Joint Compound #2	↓	↓	↓	nepm	black		
Relinquished By:	Date/Time:							
Received By: [Signature]	Date/Time: 8/8/23							
Relinquished By:	Date/Time:							
Received at Lab By:	Date/Time:							



**Andy Beshear**  
GOVERNOR

**TRANSPORTATION CABINET**

200 Mero Street  
Frankfort, Kentucky 406 01

**Jim Gray**  
SECRETARY

# Asbestos Inspection Survey

To: James Brittain  
District: Central Office  
Date: August 10, 2023  
Conducted By: O'Dail Lawson  
Report Prepared By: O'Dail Lawson

---

## Project and Structure Identification

Project Number: CID 232903  
Structure ID: Powell 099B00024R  
Structure Location: KY 0213 (Morris Creek Road) over Red River  
Sample Description: Any suspect materials collected were negative for asbestos.  
Inspection Date: August 8, 2023

## Results and Recommendations


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

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


(502) 495-1212  
Fax: (502) 491-7111

AJHA #1 02459

<b><i>MRS, INC.</i></b>		<i>MRS, Inc. Analytical Laboratory Division</i>	
332 West Broadway, Suite # 902		Phone #	: (502) 495-1212
Louisville, Kentucky 40202		E-Mail Address : CEOMRSInc@AOL.Com	
Client:	<u>K Y T C</u>	Project No:	<u># 3308093 B</u>
Address:	<u>200 Mero Street, 5th Floor W.</u>	Sample ID:	<u># 99 - 2</u>
	<u>Frankfort, KY</u>	Sampled:	<u>8-Aug-23</u>
	<u>40622</u>	Received:	<u>8-Aug-23</u>
		Analyzed:	<u>9-Aug-23 - Point Count -</u>
	<u>Attention : O'Dail Lawson</u>		

Bulk Sample Analysis	
Sampled By	: <u>O'Dail Lawson</u>
Facility/Location:	<u>Item # 099B00024R</u>
Field Description:	<u>Guard Rail Mastic</u>
Laboratory Description:	<u>Gray Material</u>
Asbestos Materials:	<u>Chrysotile = 1/400 = 0.25 % ( &lt; 1 % ) Sample Is Negative</u>
Non-Asbestos Fibrous Materials :	
	<u>Cellulose 0.25 %</u>
	<u>Binders 99.50 %</u>
Remarks: The sample was analyzed for asbestos content following the EPA Methodology (600/R-93/116). The test relates only to the items tested. This report does not represent endorsement by NVLAP or any agency of the U.S. Government.	
Analyst:	<u>Winterford Mensah</u>
Reviewed By:	<u></u> <small>Signature</small>

<b><i>MRS, INC.</i></b>		<i>MRS, Inc. Analytical Laboratory Division</i>	
332 West Broadway, Suite # 902		Phone #	: (502) 495-1212
Louisville, Kentucky 40202		E-Mail Address :	CEOMRSInc@AOL.Com
Client:	<u>K Y T C</u>	Project No:	<u># 3308093 B</u>
Address:	<u>200 Mero Street, 5th Floor W.</u>	Sample ID:	<u># 99 - 3</u>
	<u>Frankfort, KY</u>	Sampled:	<u>8-Aug-23</u>
	<u>40622</u>	Received:	<u>8-Aug-23</u>
		Analyzed:	<u>9-Aug-23 - Point Count -</u>
	<u>Attention : O'Dail Lawson</u>		

Bulk Sample Analysis	
Sampled By	: <u>O'Dail Lawson</u>
Facility/Location:	<u>Item # 099B00024R</u>
Field Description:	<u>Sealant</u>
Laboratory Description:	<u>Brown Material</u>
Asbestos Materials:	<u>Chrysotile = 1/400 = 0.25 % ( &lt; 1 % ) Sample Is Negative</u>
Non-Asbestos Fibrous Materials :	
	<u>Cellulose 0.25 %</u>
	<u>Binders 99.50 %</u>
Remarks:	<u>The sample was analyzed for asbestos content following the EPA Methodology (600/R-93/116). The test relates only to the items tested. This report does not represent endorsement by NVLAP or any agency of the U.S. Government.</u>
Analyst:	<u>Winterford Mensah</u>
Reviewed By:	<u></u> <small>Signature</small>





# Chain of Custody Record

# Kentucky Transportation Cabinet

200 Mero Street, 4th Floor West

Frankfort, Kentucky 40622

(502) 564-7250 fax (502) 564-5655

[illegible]

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

Certification Number: ETC-AIR-032223-00200


# O'Dail Lawson

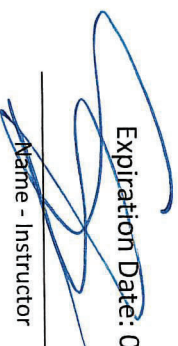
has on 03-22-2023 attended and successfully completed the requirements and passed the examination with a score of 70% of better on the entitled course.

## ASBESTOS INSPECTOR REFRESHER

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

Conducted at: 1520 Alliant Ave., Louisville, KY

  
Name - Training Manager

Expiration Date: 03-22-2024  
  
Name - Instructor



MATERIAL SUMMARY

CONTRACT ID: 232903

099GR23M064

MB09900152301

KY 15 (MAIN STREET) BRIDGE 099B00044N OVER BERT T COMBS MOUNTAIN PARKWAY AT MP 04.10  
BRIDGE DECK RESTORATION & WATERPROOFING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0165	02003	RELOCATE TEMP CONC BARRIER	1,860.00	LF
0170	02562	TEMPORARY SIGNS	144.00	SQFT
0175	02650	MAINTAIN & CONTROL TRAFFIC - - APPLIES TO 099B00024R	1.00	LS
0180	02653	LANE CLOSURE	4.00	EACH
0185	02775	ARROW PANEL	1.00	EACH
0190	02898	RELOCATE CRASH CUSHION	3.00	EACH
0195	03171	CONCRETE BARRIER WALL TYPE 9T	620.00	LF
0200	03304	BRIDGE OVERLAY APPROACH PAVEMENT	333.40	SQYD
0205	06514	PAVE STRIPING-PERM PAINT-4 IN	1,600.00	LF
0210	06549	PAVE STRIPING-TEMP REM TAPE-B	1,000.00	LF
0215	06550	PAVE STRIPING-TEMP REM TAPE-W	2,000.00	LF
0220	06551	PAVE STRIPING-TEMP REM TAPE-Y	2,000.00	LF
0225	08504	EPOXY SAND SLURRY	163.00	SQYD
0230	08510	REM EPOXY BIT FOREIGN OVERLAY	1,293.50	SQYD
0235	08526	CONC CLASS M FULL DEPTH PATCH	5.40	CUYD
0240	08534	CONCRETE OVERLAY-LATEX	53.90	CUYD
0245	08549	BLAST CLEANING	1,456.30	SQYD
0250	20738NS112	TEMP CRASH CUSHION	1.00	EACH
0255	23386EC	JOINT SEAL REPLACEMENT	162.20	LF
0260	24094EC	PARTIAL DEPTH PATCHING	37.00	CUYD
0265	02569	DEMOBILIZATION	1.00	LS



MATERIAL SUMMARY

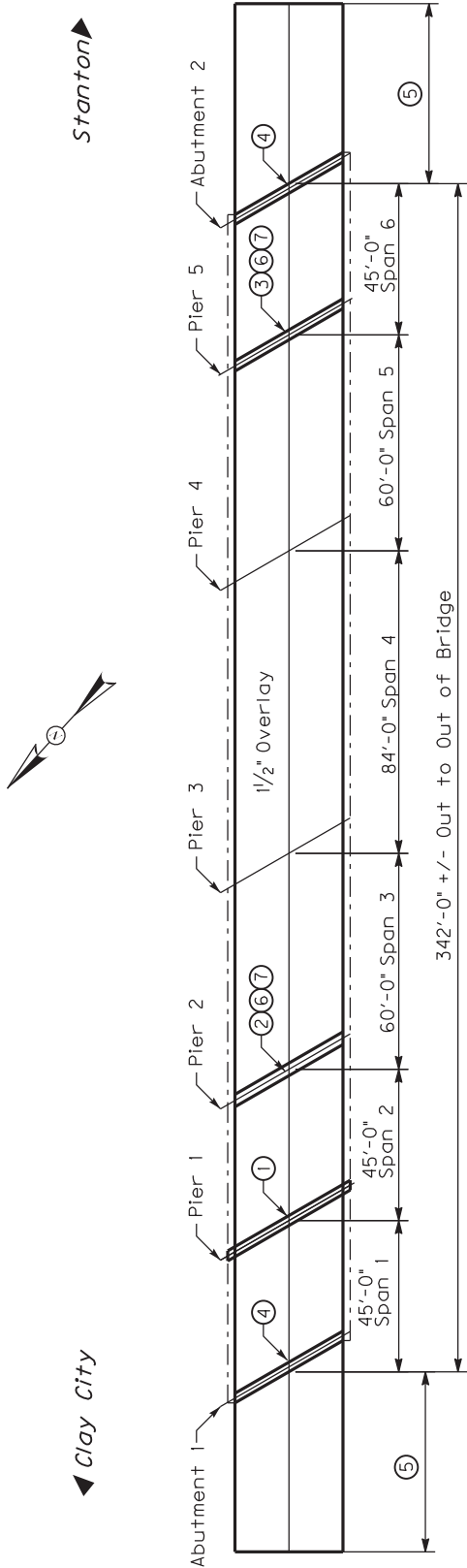
CONTRACT ID: 232903

099GR23M064

MB09990002301

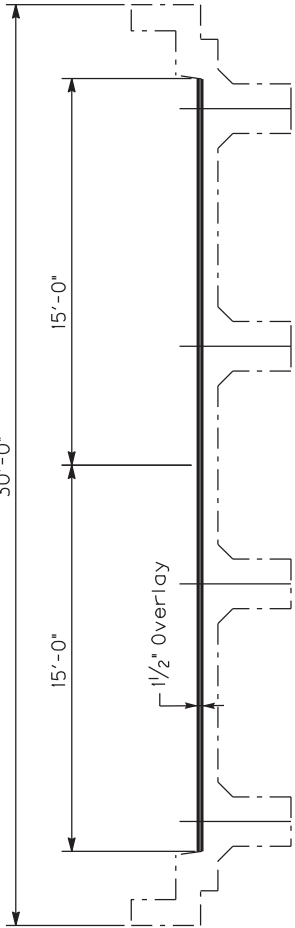
BERT T COMBS MOUNTAIN PARKWAY (KY 9000) BRIDGE 099B00024R OVER RED RIVER AT MP 18.25 BRIDGE DECK RESTORATION & WATERPROOFING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	02003	RELOCATE TEMP CONC BARRIER	742.00	LF
0010	02562	TEMPORARY SIGNS	144.00	SQFT
0015	02650	MAINTAIN & CONTROL TRAFFIC - - APPLIES TO 099B00024R	1.00	LS
0020	02653	LANE CLOSURE	2.00	EACH
0025	02671	PORTABLE CHANGEABLE MESSAGE SIGN - APPLIES TO 099B00024R	1.00	EACH
0030	02775	ARROW PANEL	1.00	EACH
0035	02898	RELOCATE CRASH CUSHION	1.00	EACH
0040	03171	CONCRETE BARRIER WALL TYPE 9T	742.00	LF
0045	03293	EXPAN JOINT REPLACE 1 IN	69.40	LF
0050	03298	EXPAN JOINT REPLACE 4 IN	34.70	LF
0055	03299	ARMORED EDGE FOR CONCRETE - - WITH 4" JOINT REPLACEMENT	69.40	LF
0060	03300	ELIMINATE TRANSVERSE JOINT	38.10	LF
0065	03304	BRIDGE OVERLAY APPROACH PAVEMENT	334.00	SQYD
0070	06514	PAVE STRIPING-PERM PAINT-4 IN	1,105.00	LF
0075	06549	PAVE STRIPING-TEMP REM TAPE-B	1,000.00	LF
0080	06550	PAVE STRIPING-TEMP REM TAPE-W	2,000.00	LF
0085	06551	PAVE STRIPING-TEMP REM TAPE-Y	2,000.00	LF
0090	08150	STEEL REINFORCEMENT	760.00	LB
0095	08504	EPOXY SAND SLURRY	254.00	SQYD
0100	08510	REM EPOXY BIT FOREIGN OVERLAY	1,140.00	SQYD
0105	08526	CONC CLASS M FULL DEPTH PATCH	1.50	CUYD
0110	08534	CONCRETE OVERLAY-LATEX	47.50	CUYD
0115	08549	BLAST CLEANING	1,394.00	SQYD
0120	20738NS112	TEMP CRASH CUSHION	1.00	EACH
0125	24094EC	PARTIAL DEPTH PATCHING	34.00	CUYD
0130	24981EC	BRIDGE CLEANING - - APPLIES TO 099B00024R	1.00	LS
0135	24982EC	CONCRETE COATING - - APPLIES TO 099B00024R	1.00	LS
0140	24983EC	BEARING LUBRICATION	8.00	EACH
0145	26136EC	PORTABLE QUEUE WARNING ALERT SYSTEM - APPLIES TO 099B00024R	1.00	MONT
0150	26137EC	QUEUE WARNING PCMS - APPLIES TO 099B00024R	3.00	MONT
0155	26138EC	QUEUE WARNING PORTABLE RADAR SENSORS - APPLIES TO 099B00024R	3.00	MONT
0160	02569	DEMOBILIZATION	1.00	LS



BRIDGE PLAN

- ① Eliminate Transverse Joint ~ Pier 1 (See Details ~ 1)
- ② Expansion Joint Replace 1" (See Standard Drawing BJE-001, BJE-005, & BJE-003 C.E.)
- ③ Expansion Joint Replace 4" (See Standard Drawing BJE-001, BJE-005, & BJE-006 C.E.)
- ④ Armored Edge for Concrete (See Standard Drawing BJE-001, BJE-005, & 1 Details ~ 1)
- ⑤ 50'-0" Bridge Overlay Approach Pavement.
- ⑥ Bearing Lubrication, 4 Each Pier, Total 8.
- ⑦ Bridge Cleaning and Concrete Coatings (See Details ~ 2)

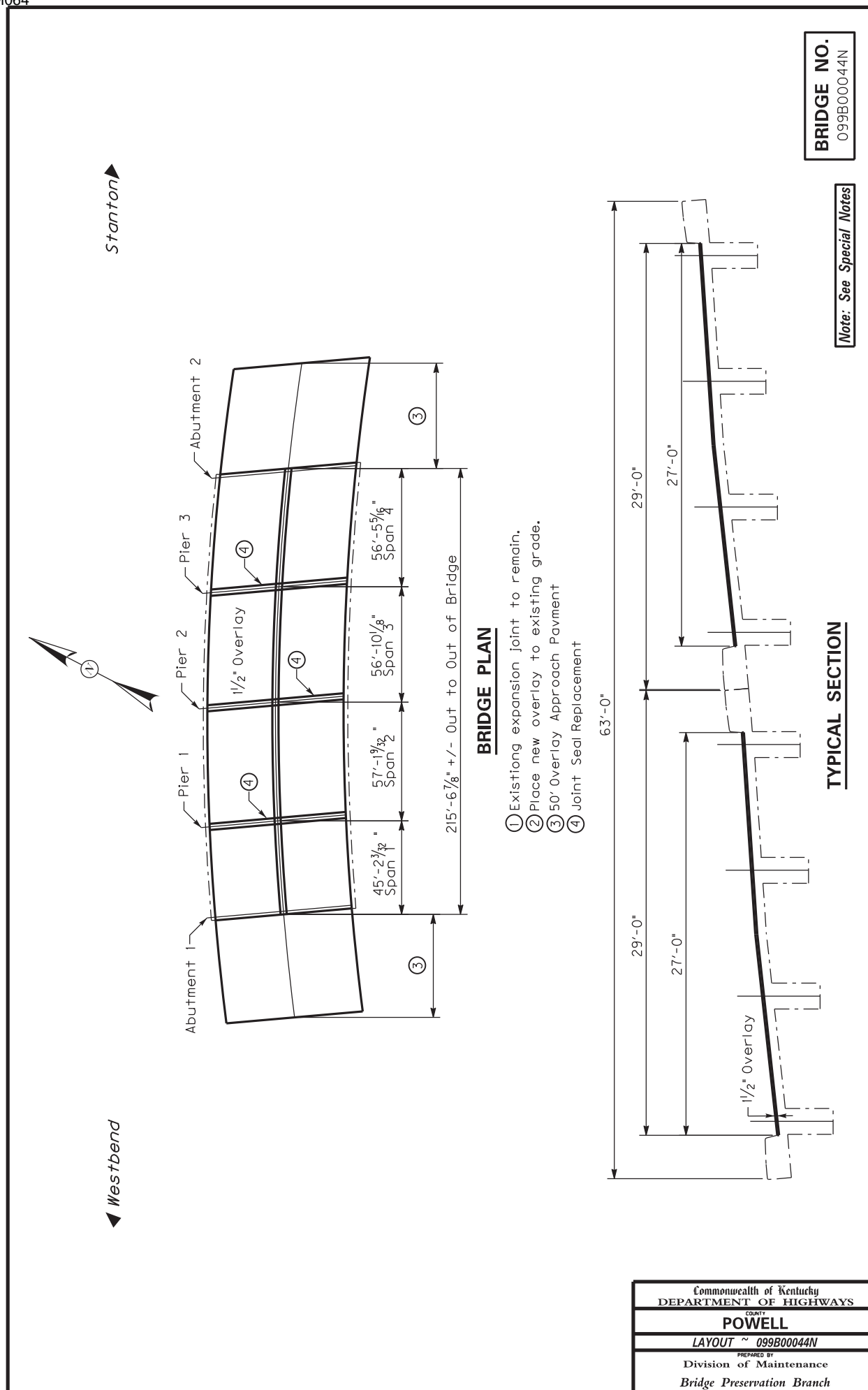


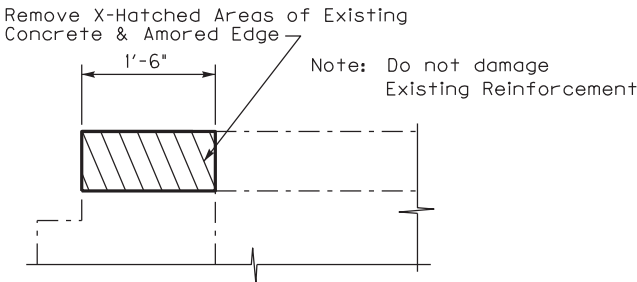
TYPICAL SECTION

BRIDGE NO.  
099B00024R

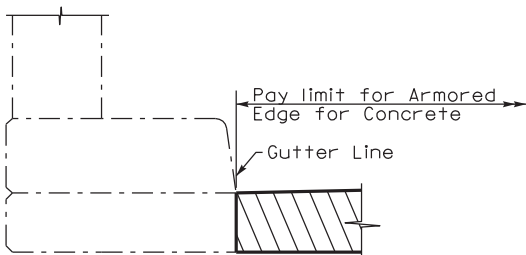
Note: See Special Notes

Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS
COUNTY <b>POWELL</b>
LAYOUT ~ 099B00024R
PREPARED BY Division of Maintenance Bridge Preservation Branch



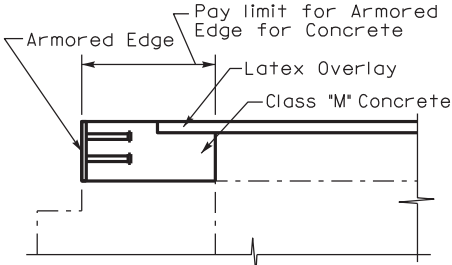


SECTION THROUGH SLAB END  
(Existing)

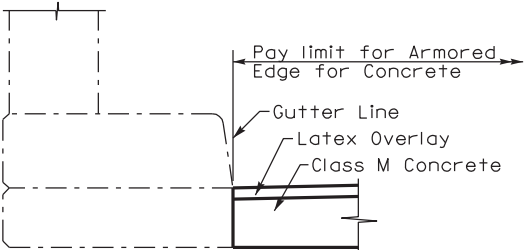


SECTION THROUGH PAPAPET  
(Existing)

Note: See Standard Drawings  
BJE-001 and BJE-005 for  
Additional Notes and Details.



SECTION THROUGH SLAB END  
(Proposed)

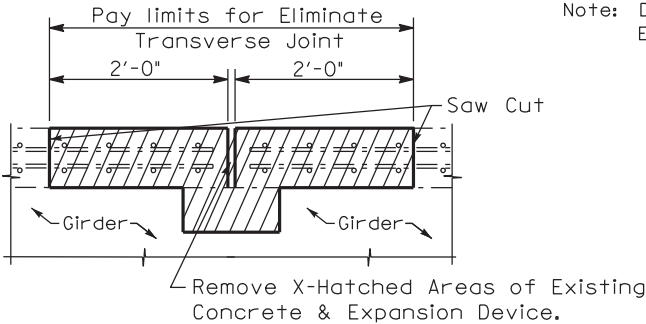


SECTION THROUGH PAPAPET  
(Proposed)

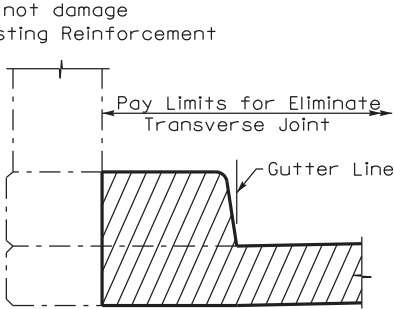
**AMORED EDGE FOR CONCRETE**

BRIDGE NO.  
099B00024R

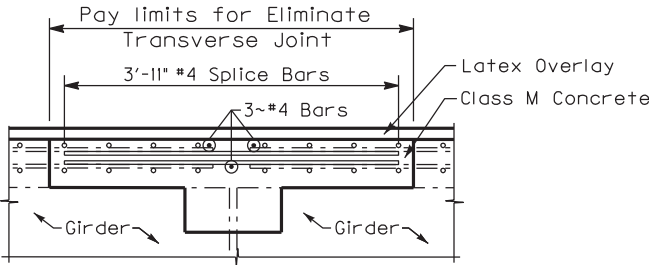
Note: See Special Notes



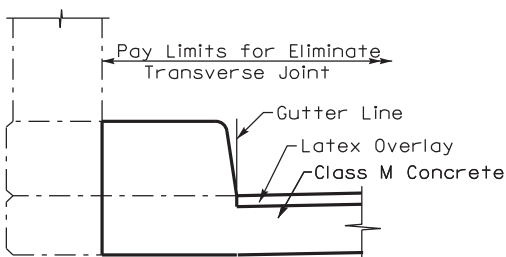
SECTION THROUGH JOINT  
(Existing)



SECTION THROUGH PAPAPET  
(Existing)



SECTION THROUGH JOINT  
(Proposed)



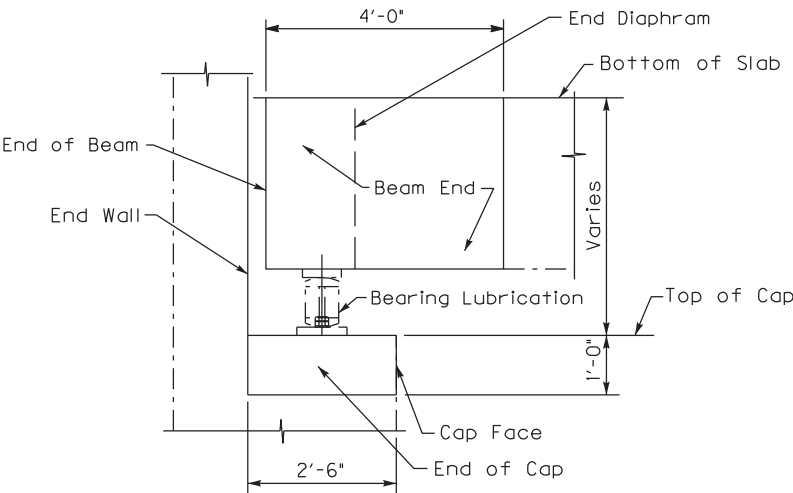
SECTION THROUGH PAPAPET  
(Proposed)

**ELIMINATE TRANSVERSE JOINT**

BRIDGE NO.  
099B00024R

Note: See Special Notes

Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS
COUNTY <b>POWELL</b>
<b>DETAILS ~ 1</b>
PREPARED BY Division of Maintenance Bridge Preservation Branch



Front Face of End Wall, Top and Face of Cap the Entire Length of Cap including Cap Ends, Beam Ends and End Diaphragms shall have debris removed pressure washed and have concrete coating applied as specified within the limits shown.

**SECTION THROUGH ABUTMENT AND BEAM END**

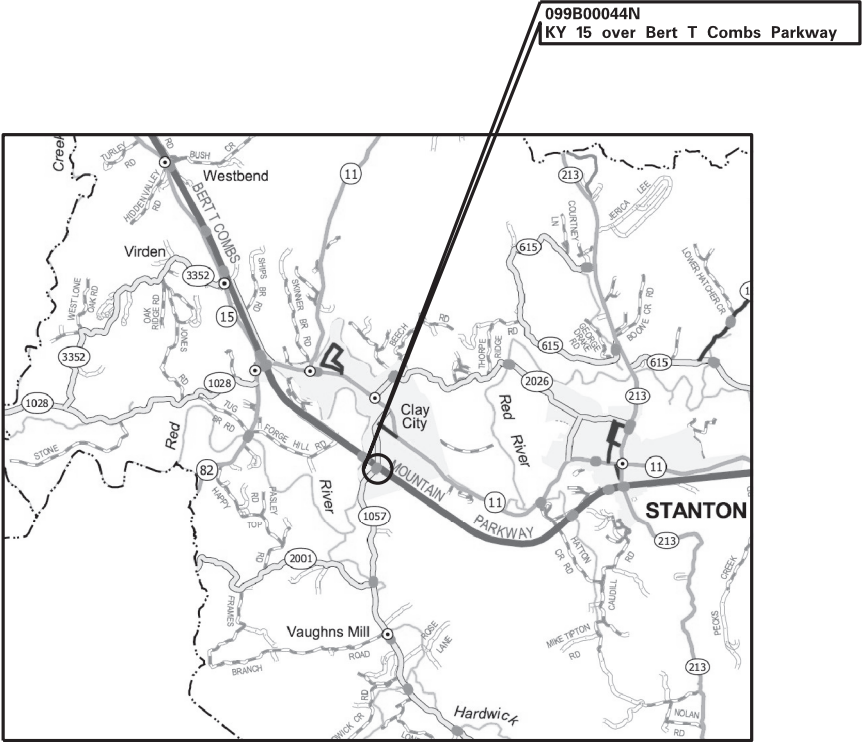
**PREVENTIVE MAINTENANCE**

**BRIDGE NO.**  
099B000824R

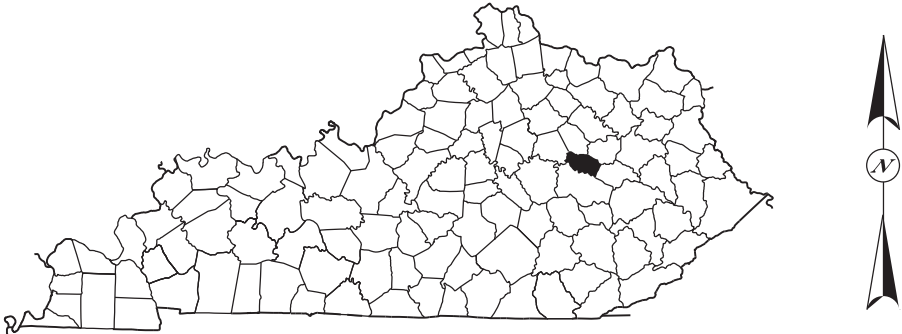
*Note: See Special Notes*

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS
COUNTY
POWELL
DETAILS ~ 3
PREPARED BY
Division of Maintenance
Bridge Preservation Branch





LOCATION MAP ~ POWELL COUNTY



**PART II**

**SPECIFICATIONS AND STANDARD DRAWINGS**



### **STANDARD SPECIFICATIONS**

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

### **SUPPLEMENTAL SPECIFICATIONS**

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

SPECIAL NOTES  
DISTRICT NO. 10  
BRIDGE DECK RESTORATION AND WATERPROOFING  
POWELL COUNTY  
CID 232903 ~ 099GR23M064

TRAFFIC  
~ *TEMPORARY* ~  
TRAFFIC CONTROL

LANE CLOSURE MILTI-LANE HIGHWAY CASE I.  
LANE CLOSURE MILTI-LANE HIGHWAY CASE II.

TTC-115 C.E.  
TTC-120 C.E.

**BRIDGES**  
STANDARDS

BRIDGE RESTORATION AND WATERPROOFING  
WITH CONCRETE OVERLAYS  
AMORED EDGES  
EXPANSION JOINT REPLACEMENT 1” TO 3”  
EXPANSION JOINT REPLACEMENT GENERAL NOTES  
EXPANSION JOINT REPLACEMENT 4” & 5”

BGX-009 C.E.  
BJE-001 C.E.  
BJE-003 C.E.  
BJE-005 C.E.  
BJE-006 C.E.

**ROADWAY**  
STANDARDS

DELINEATORS FOR CONCRETE BARRIERS  
CONCRETE BARRIER WALL TYPE 9T (TEMPORARY)

RBM-020 C.E.  
RBM-115 C.E.

## **PART III**

### **EMPLOYMENT, WAGE AND RECORD REQUIREMENTS**

**TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

**I. APPLICATION**

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

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

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

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

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

Revised: January 25, 2017

**II. NONDISCRIMINATION OF EMPLOYEES**

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

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

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

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

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: May 23, 2022

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

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

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

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

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

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

# EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## FEDERAL MINIMUM WAGE

**\$7.25** PER HOUR

BEGINNING JULY 24, 2009

### OVERTIME PAY

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

### CHILD LABOR

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

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

**No more than**

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

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

### TIP CREDIT

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

### ENFORCEMENT

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

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

### ADDITIONAL INFORMATION

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

For additional information:



**1-866-4-USWAGE**

(1-866-487-9243)

TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

## **PART IV**

## **INSURANCE**

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



**PART V**

**BID ITEMS**

Report Date 9/21/23

Section: 0001 - BRIDGES

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	02003		RELOCATE TEMP CONC BARRIER	2,602.00	LF		\$	
0020	02562		TEMPORARY SIGNS	288.00	SQFT		\$	
0030	02650		MAINTAIN & CONTROL TRAFFIC - APPLIES TO 099B00024R	1.00	LS		\$	
0040	02653		LANE CLOSURE	6.00	EACH		\$	
0050	02671		PORTABLE CHANGEABLE MESSAGE SIGN APPLIES TO 099B00024R	1.00	EACH		\$	
0060	02775		ARROW PANEL	2.00	EACH		\$	
0070	02898		RELOCATE CRASH CUSHION	4.00	EACH		\$	
0080	03171		CONCRETE BARRIER WALL TYPE 9T	1,362.00	LF		\$	
0090	03293		EXPAN JOINT REPLACE 1 IN	69.40	LF		\$	
0100	03298		EXPAN JOINT REPLACE 4 IN	34.70	LF		\$	
0110	03299		ARMORED EDGE FOR CONCRETE - WITH 4" JOINT REPLACEMENT	69.40	LF		\$	
0120	03300		ELIMINATE TRANSVERSE JOINT	38.10	LF		\$	
0130	03304		BRIDGE OVERLAY APPROACH PAVEMENT	667.40	SQYD		\$	
0140	06514		PAVE STRIPING-PERM PAINT-4 IN	2,705.00	LF		\$	
0150	06549		PAVE STRIPING-TEMP REM TAPE-B	2,000.00	LF		\$	
0160	06550		PAVE STRIPING-TEMP REM TAPE-W	4,000.00	LF		\$	
0170	06551		PAVE STRIPING-TEMP REM TAPE-Y	4,000.00	LF		\$	
0180	08150		STEEL REINFORCEMENT	760.00	LB		\$	
0190	08504		EPOXY SAND SLURRY	417.00	SQYD		\$	
0200	08510		REM EPOXY BIT FOREIGN OVERLAY	2,433.50	SQYD		\$	
0210	08526		CONC CLASS M FULL DEPTH PATCH	6.90	CUYD		\$	
0220	08534		CONCRETE OVERLAY-LATEX	101.40	CUYD		\$	
0230	08549		BLAST CLEANING	2,850.30	SQYD		\$	
0240	20738NS112		TEMP CRASH CUSHION	1.00	EACH		\$	
0250	20738NS112		TEMP CRASH CUSHION	1.00	EACH		\$	
0260	23386EC		JOINT SEAL REPLACEMENT	162.20	LF		\$	
0270	24094EC		PARTIAL DEPTH PATCHING	71.00	CUYD		\$	
0280	24981EC		BRIDGE CLEANING - APPLIES TO 099B00024R	1.00	LS		\$	
0290	24982EC		CONCRETE COATING - APPLIES TO 099B00024R	1.00	LS		\$	
0300	24983EC		BEARING LUBRICATION	8.00	EACH		\$	
0310	26136EC		PORTABLE QUEUE WARNING ALERT SYSTEM APPLIES TO 099B00024R	1.00	MONT		\$	
0320	26137EC		QUEUE WARNING PCMS APPLIES TO 099B00024R	3.00	MONT		\$	
0330	26138EC		QUEUE WARNING PORTABLE RADAR SENSORS APPLIES TO 099B00024R	3.00	MONT		\$	

Section: 0002 - DEMOB

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0340	02569		DEMOBILIZATION	1.00	LS		\$	

232903

PROPOSAL BID ITEMS

Report Date 9/21/23