



**CALL NO. 411**

**CONTRACT ID. 212940**

**WARREN COUNTY**

**FED/STATE PROJECT NUMBER 114GR21M045-FE01 & FE02**

**DESCRIPTION BRIDGE ABUTMENT SLOPE PROTECTION.**

**WORK TYPE BRIDGE SCOUR MITIGATION**

**PRIMARY COMPLETION DATE 12/15/2021**

**LETTING DATE: April 23,2021**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 am EASTERN DAYLIGHT TIME April 23,2021. 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 - 03

CONTRACT ID - 212940  
114GR21M045-FE01 & FE02  
COUNTY - WARREN  
PCN - MB11432252101  
FE02 114 3225 B00007N

KYTC - BRIDGE ABUTMENT SLOPE PROTECTION. BRIDGE OVER BARREN RIVERBRIDGE SCOUR MITIGATION  
GEOGRAPHIC COORDINATES LATITUDE 37:00:02.00 LONGITUDE 86:25:43.00

PCN - MB11432252102  
FE01 114 3225 B00007N

CITY OF BOWLING GREEN - BRIDGE ABUTMENT SLOPE PROTECTION. BRIDGE OVER BARREN RIVERBRIDGE  
SCOUR MITIGATION  
GEOGRAPHIC COORDINATES LATITUDE 37:00:02.00 LONGITUDE 86:25:43.00

COMPLETION DATE(S):  
COMPLETED BY 12/15/2021                      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 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.

April 30, 2018

## **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



**CID # 212940**  
**BRIDGE SCOUR COUNTERMEASURES**  
**SPECIAL NOTES**

DISTRICT 3 - WARREN COUNTY

**FE02 114 3225 B00007N 1.326**

Warren County ~ KY-3225 over the Barren River

Latitude – 37° 00' 02.00''

Longitude – 86° 25' 43.00''

**Description**

445' - Four span steel continuous plate girder bridge

**SCOPE OF WORK:**

This project is intended to prevent scour to the east abutment #5 of **Bridge 114B00007N**. The scour countermeasures will be constructed at the above referenced bridge in Warren, Kentucky. The contractor shall perform all necessary construction activities to properly install the proposed scour countermeasure improvements as indicated in the plans and specifications. All work is to be performed in strict conformance with all Federal, State and local codes and regulations. The contractor shall adhere to the latest edition of the Kentucky Transportation Department of Highways "Standard Specification for Road and Bridge Construction" and all other pertinent specifications noted herein. The completed work shall be representative of the construction plan/section documents. The workmanship to construct the scour countermeasure improvements shall be sloped correctly, and shall be complete. **Access under the bridge site is over City of Bowling Green property. The City of Bowling Green's point of contact for accessing the project site across city property is Matt Powell, Environmental Compliance Manager. Matt can be reached at (270) 393-3071 or [Matt.Powell@bgky.org](mailto:Matt.Powell@bgky.org).** The contractor shall not pollute the river and keep the work area clean. All waste products shall be properly disposed. **There will be no direct or indirect effects to the Barren River.** No tree cutting is permitted between **June 1 to July 31** during the year.

- **SPECIAL NOTES FOR INSTALLATION AND CONSTRUCTION OF SCOUR COUNTERMEASURES**
- **SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS**
- **GENERAL NOTE FOR MAINTAINING AND CONTROLLING TRAFFIC**
- **SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND LIQUIDATED DAMAGES**

## **SPECIAL NOTES FOR INSTALLATION AND CONSTRUCTION OF SCOUR COUNTERMEASURES**

### **A. MATERIALS AND SPECIFICATIONS:**

1. **Aggregates:** See KYTC Section 805 Coarse Aggregates. Class III (modified) channel lining will be graded; such that, 100% pass the 24"x24" sieve, 35% retained on the 18"x18" sieve, and no more than 20% passing the 12"x12" sieve.

### **B. SUBMITTALS:**

The Contractor shall comply with the submittal requirements detailed in Section 108 of the 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:

- A detailed Progress of Work Schedule. The Progress of Work Schedule will be reviewed and approved by the KYTC Engineer;
- Traffic Control Plan. The Traffic Control Plan will be reviewed and approved by the KYTC Engineer;
- Worker Protection Plan. The Worker Protection Plan will be reviewed by the KYTC Engineer.

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

### **C. INSTALLATION:**

The contractor shall remove all tree debris, brush, earth, concrete debris, trash and soft loose material. The site shall be graded, benched, and sloped per the plans down to subgrade elevation per the plans. Install all the underdrains and backfilled per the KYTC standard drawings while placing the filter fabric and rip-rap.

#### **PLACEMENT OF FILTER FABRIC**

The contractor should place the filter fabric (Type 1) without ripping, disheveling and tearing the filter fabric material due to heavy equipment movement. All filter fabric edges should be lapped 12" minimum at joints. Heavy equipment shall not bunch-up, rearrange, and shuffle the fabric material. See Section 843

#### **PLACEMENT OF CHANNEL LINING MATERIAL**

The contractor shall place the channel lining material per the site plan and profile in the construction documents. Construction equipment used to place the channel lining material should be placed without damaging and tearing the filter fabric material below. If the filter fabric is damaged, provide a 12" lap minimum of 12" over the damaged area. See Section 805

### **DAMAGE TO ADJACENT STRUCTURES**

The contractor shall not damage the existing bridge decks, superstructure and the bridge pier support structures while installing the scour countermeasures. In the event damage does occur to the bridge, the District Bridge Engineer shall be notified immediately. No construction equipment, materials, vehicles, trailers nor any combination thereof shall exceed the KYTC posted load rating capacity of the bridge structure that is placed on or that drives across the bridge structure. If the contractor chooses to stage construction work from the bridge deck, the contractor must submit a plan for approval to the KYTC Engineer showing all equipment placement, erection plans, construction activities; such as, transient loading due to concrete mixers, crane loading, construction equipment traffic and materials. Concentrated construction point loads on the bridge deck shall not cause excessive deflection and damage to the bridge superstructure. If construction work is performed from the bridge deck, a traffic control plan must be submitted and approved by KYTC prior to the starting construction work.

### **DAMAGE TO COMPLETED WORK**

The contractor shall ensure that in-place construction work and bridge improvements will not be structurally damaged, rendered unsuitable, altered, discolored, cosmetically damaged, and impaired during the course of the construction project. If damages do occur to the finished in-place work, the District Bridge Engineer shall be notified of such damages. All damages to completed work will be repaired at the contractor's expense.

### **ACCESS ROAD**

The contractor will remove and repair the access road back to its like original contour or better and remove any temporary construction improvements. The contractor will properly dispose of any construction debris and crushed stone temporary roads following the construction project. Spread seed and straw along exposed earth areas to re-establish the ground cover.

## **D. MEASUREMENT:**

Payment for installed work includes furnishing all labor, equipment, materials, and any necessary supplementary items to complete the work.

- A. Earthwork pay unit cubic yards.
- B. Type I filter fabric will be in square yards installed
- C. Installation of Class III (modified) channel lining in tons
- D. Temporary silt fence (LF)
- E. Temporary traffic signs (SF)

## **E. PAYMENT:**

- A. Earthwork including foundation excavation, backfill, ditching, borrow, and access

- preparation. (CY)
- B. Class III, (Modified) Channel Lining (tons)
- C. Type I filter fabric (SY)
- D. Temporary silt fence (LF)
- E. Temporary traffic signs (SF)
- F. Staking (each)
- G. Site preparation (each)
- H. Demobilization (each)

## **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.

## 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.

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 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 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.

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.

### **Payment**

Payment of the contract lump sum amount for "maintain and control traffic" shall be full

compensation for all items necessary to maintain traffic. The Engineer may elect to use Variable Message Boards when necessary and control traffic on this project. All traffic control items shall remain the property of the contractor when the work is complete.



## **SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND LIQUIDATED DAMAGES ON BRIDGE REPAIR CONTRACTS**

Liquidated damages will be assessed the Contractor in accordance with the Transportation Cabinet, Department of Highway's 2019 Standard Specifications for Road and Bridge Construction, Section 108.09, when either the allotted number of calendar days or the **December 15, 2021** date is exceeded.

Contrary to the Standard Specifications, liquidated damages will be assessed the Contractor during the months of December, January, February and March when the contract time has expired on any individual bridge or bridges. Contract time will be charged during these months.

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

MATERIAL SUMMARY

CONTRACT ID: 212940

114GR21M045-FE01 & FE02

MB11432252101

KYTC - BRIDGE ABUTMENT SLOPE PROTECTION. BRIDGE OVER BARREN RIVER BRIDGE SCOUR MITIGATION.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	02187	SITE PREPARATION	1.00	EACH
0010	02200	ROADWAY EXCAVATION	2,812.00	CUYD
0015	02545	CLEARING AND GRUBBING - 114B00007N	1.00	LS
0020	02562	TEMPORARY SIGNS	49.00	SQFT
0025	02568	MOBILIZATION	1.00	LS
0030	02602	FABRIC-GEOTEXTILE CLASS 1	1,954.00	SQYD
0035	02650	MAINTAIN & CONTROL TRAFFIC - 114B00007N	1.00	LS
0040	02701	TEMP SILT FENCE	400.00	LF
0045	02726	STAKING	1.00	LS
0050	23864EC	CHANNEL LINING CLASS III-MOD	12,006.00	TON
0055	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 212940

114GR21M045-FE01 & FE02

MB11432252102

CITY OF BOWLING GREEN - BRIDGE ABUTMENT SLOPE PROTECTION. BRIDGE OVER BARREN RIVER  
BRIDGE SCOUR MITIGATION.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	00001	DGA BASE	46.00	TON
0010	01000	PERFORATED PIPE-4 IN	75.00	LF
0015	01010	NON-PERFORATED PIPE-4 IN	17.00	LF
0020	01020	PERF PIPE HEADWALL TY 1-4 IN	1.00	EACH
0025	02200	ROADWAY EXCAVATION	423.00	CUYD
0030	02275	FENCE-8 FT CHAIN LINK	135.00	LF
0035	02281	PEDESTRIAN GATE-CHAIN LINK	1.00	EACH
0040	02555	CONCRETE-CLASS B	6.00	CUYD
0045	02602	FABRIC-GEOTEXTILE CLASS 1	440.00	SQYD
0050	02614	HANDRAIL-TYPE A-4	75.00	LF
0055	02720	SIDEWALK-4 IN CONCRETE	100.00	SQYD
0060	04740	POLE BASE	3.00	EACH
0065	04792	CONDUIT-1 IN	170.00	LF
0070	05963	INITIAL FERTILIZER	.01	TON
0075	05964	MAINTENANCE FERTILIZER	.01	TON
0080	05985	SEEDING AND PROTECTION	117.00	SQYD
0085	20391NS835	ELECTRICAL JUNCTION BOX TYPE A	2.00	EACH
0090	23864EC	CHANNEL LINING CLASS III-MOD	485.00	TON
0095	23911EC	GROUT	120.00	CUYD
0100	24901EC	PVC CONDUIT-2 IN-SCHEDULE 80	420.00	LF
0105	02569	DEMOBILIZATION	1.00	LS

GENERAL NOTES

185 BEFORE YOU DIG  
THE CONTRACTOR IS INSTRUCTED TO CALL 1-800-752-6007 TO REACH KY 811, THE ONE-CALL SYSTEM FOR INFORMATION ON THE LOCATION OF EXISTING UTILITY LINES AND TO REQUEST A PRELIMINARY EXCAVATION PERMIT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL EXISTING UTILITIES.

190 DEPARTMENT OF THE ARMY PERMIT AND WATER QUALITY CERTIFICATION APPROVALS  
A DEEP QUANTITY OF EXISTING UTILITY LINES WHICH ARE LOCATED WITHIN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL EXISTING UTILITIES.

STANDARD DRAWINGS  
STANDARD DRAWINGS ARE NOT ATTACHED TO THESE PLANS. A STANDARD DRAWING BOOK, WHICH IS A PART OF THE STANDARD DRAWING BOOK, IS AVAILABLE FOR PURCHASE FROM THE KENTUCKY TRANSPORTATION CABINET'S 2003 EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, AND THE CURRENT SUPPLEMENTAL SPECIFICATIONS.

CONSTRUCTION STANDARDS  
CONSTRUCTION SHALL FOLLOW THE KENTUCKY TRANSPORTATION CABINET'S 2003 EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, AND THE CURRENT SUPPLEMENTAL SPECIFICATIONS.

EDGE DRAIN NOTES  
FABRIC GEOTEXTILE CLASS 2, EMBANKMENT, EXCAVATION, STEEL PILING, AND CRUSHED TO 4" PERFORATED PIPE.

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CONTROL POINTS

POINT	STATE PLANE COORDINATES	ELEVATION
1	472325.32	451.51
2	472325.32	451.51
3	472325.32	451.51
4	472325.32	451.51
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56	472325.32	451.51
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STATE PLANE COORDINATES

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COUNTY OF

WARREN

ITEM NO.

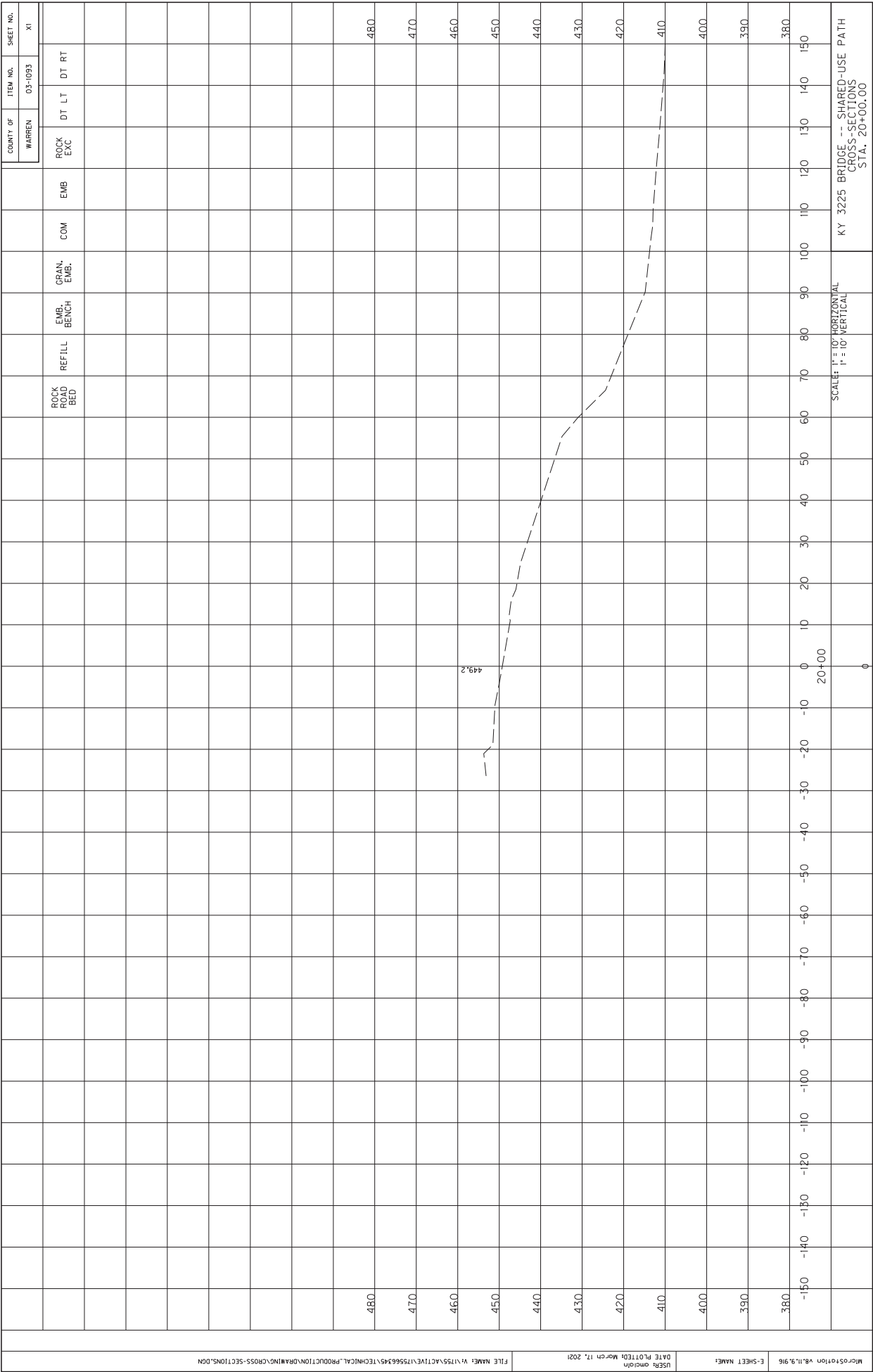
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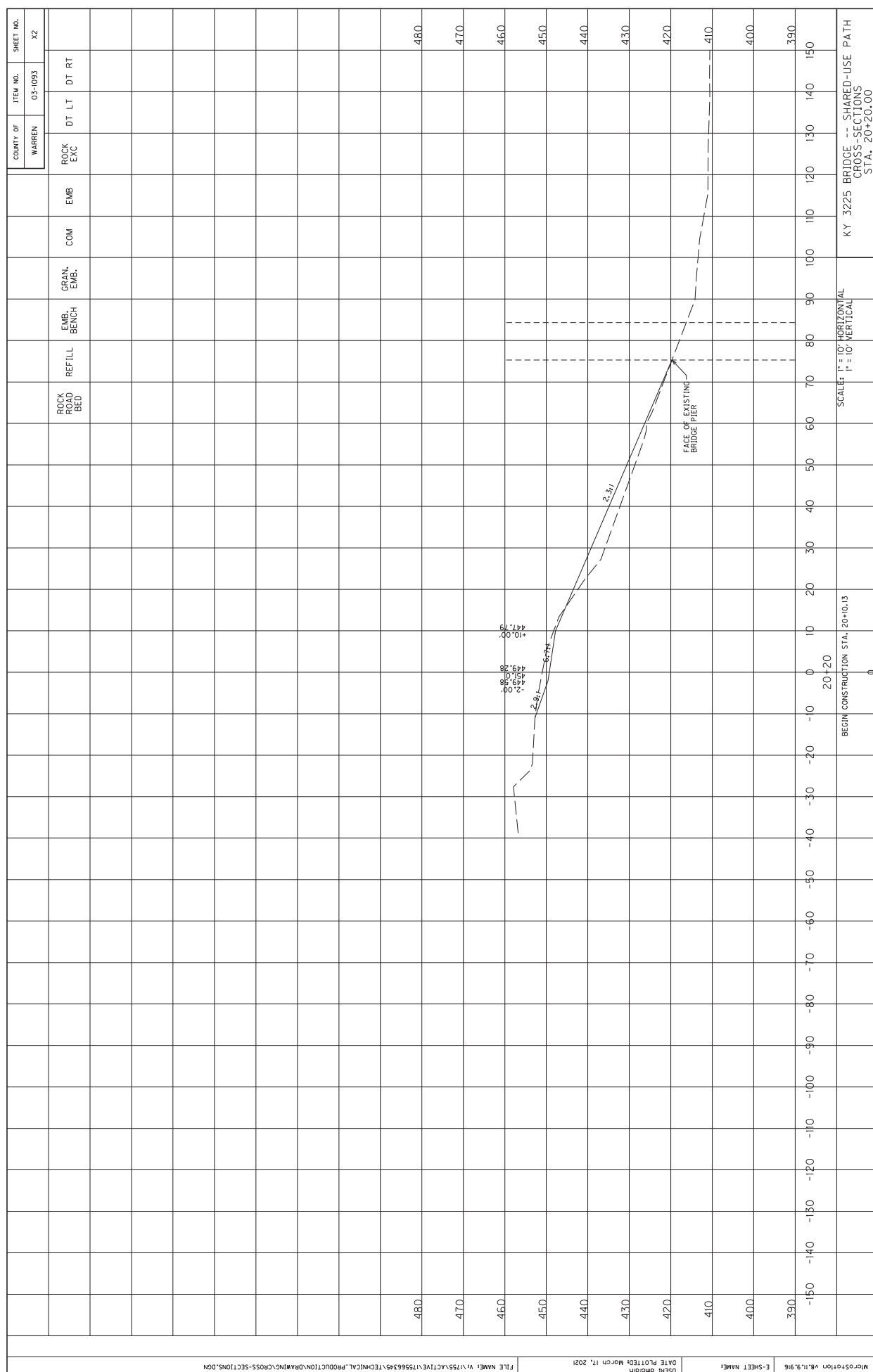
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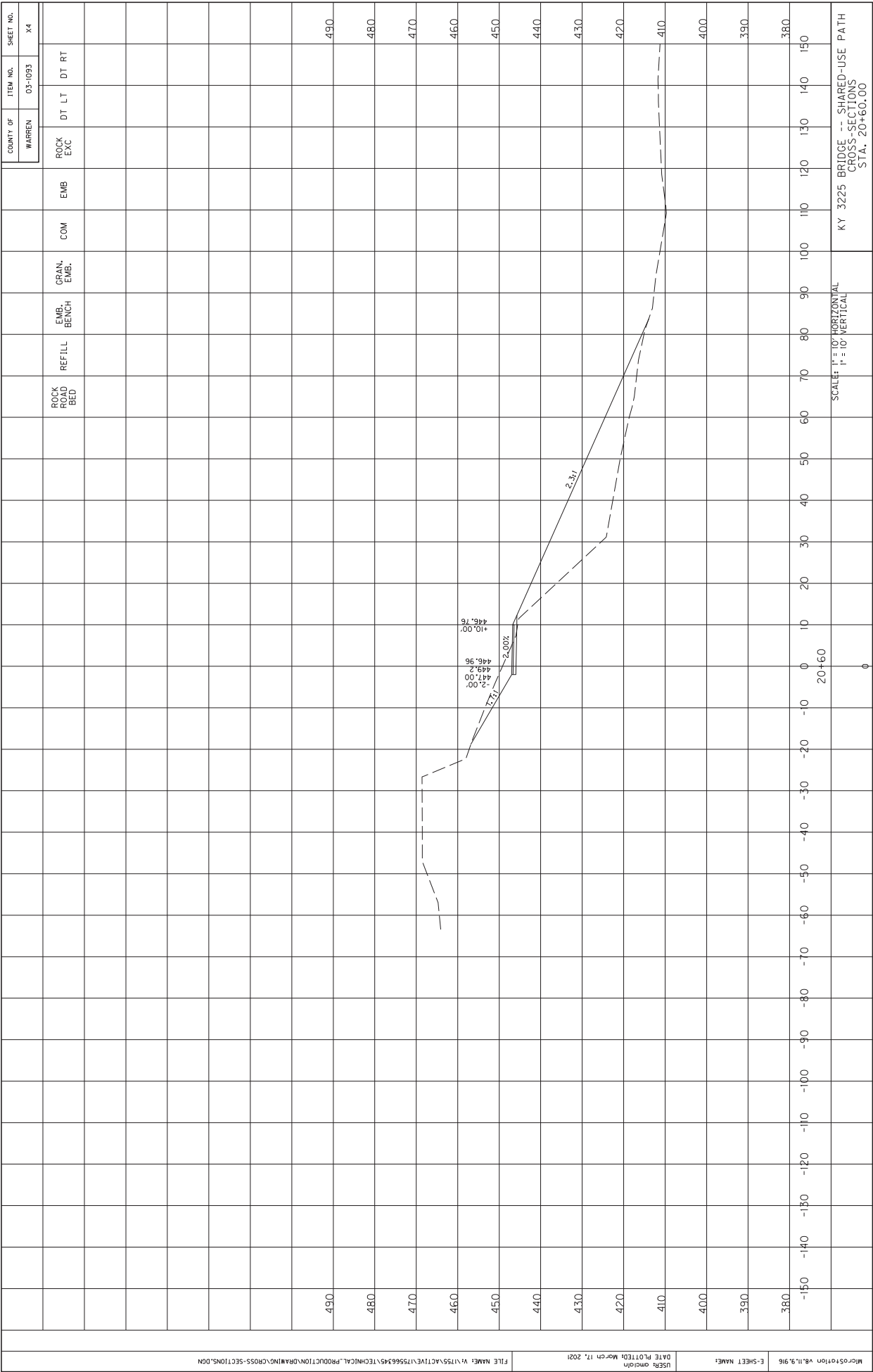
ALIGNMENT CONTROL POINTS

POINT	DESCRIPTION	STATION	STATE PLANE COORDINATES
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P.O.C.	P.O.C.	12+00.00	472325.32
P.O.D.	P.O.D.	12+00.00	472325.32
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P.O.I.	P.O.I.	12+00.00	472325.32
P.O.J.	P.O.J.	12+00.00	472325.32
P.O.K.	P.O.K.	12+00.00	472325.32
P.O.L.	P.O.L.	12+00.00	472325.32
P.O.M.	P.O.M.	12+00.00	472325.32
P.O.N.	P.O.N.	12+00.00	472325.32
P.O.O.	P.O.O.	12+00.00	472325.32
P.O.P.	P.O.P.	12+00.00	472325.32
P.O.Q.	P.O.Q.	12+00.00	472325.32
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P.O.S.	P.O.S.	12+00.00	472325.32
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P.O.U.	P.O.U.	12+00.00	472325.32
P.O.V.	P.O.V.	12+00.00	472325.32
P.O.W.	P.O.W.	12+00.00	472325.32
P.O.X.	P.O.X.	12+00.00	472325.32
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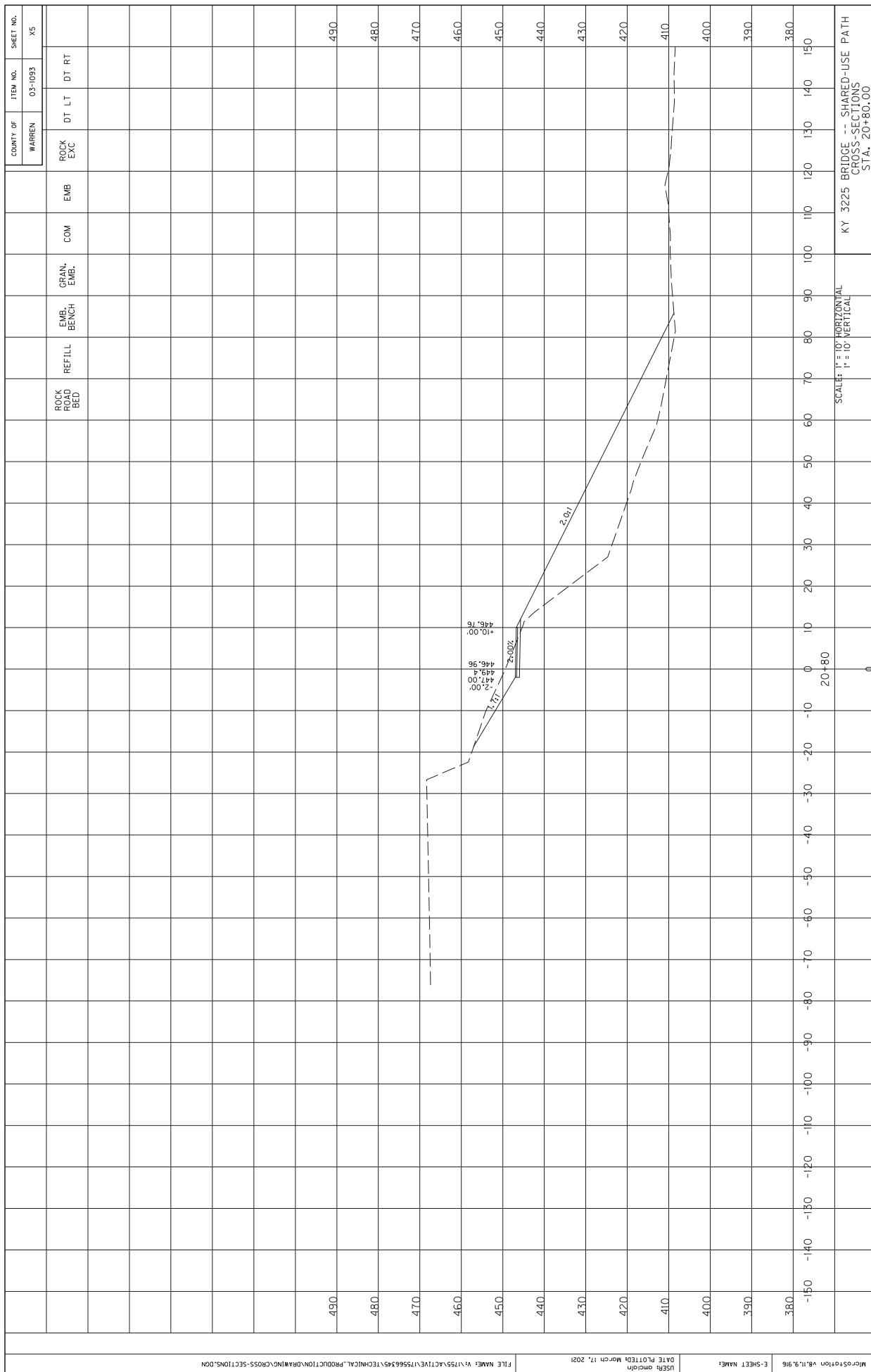


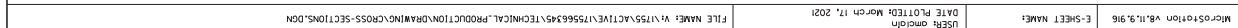


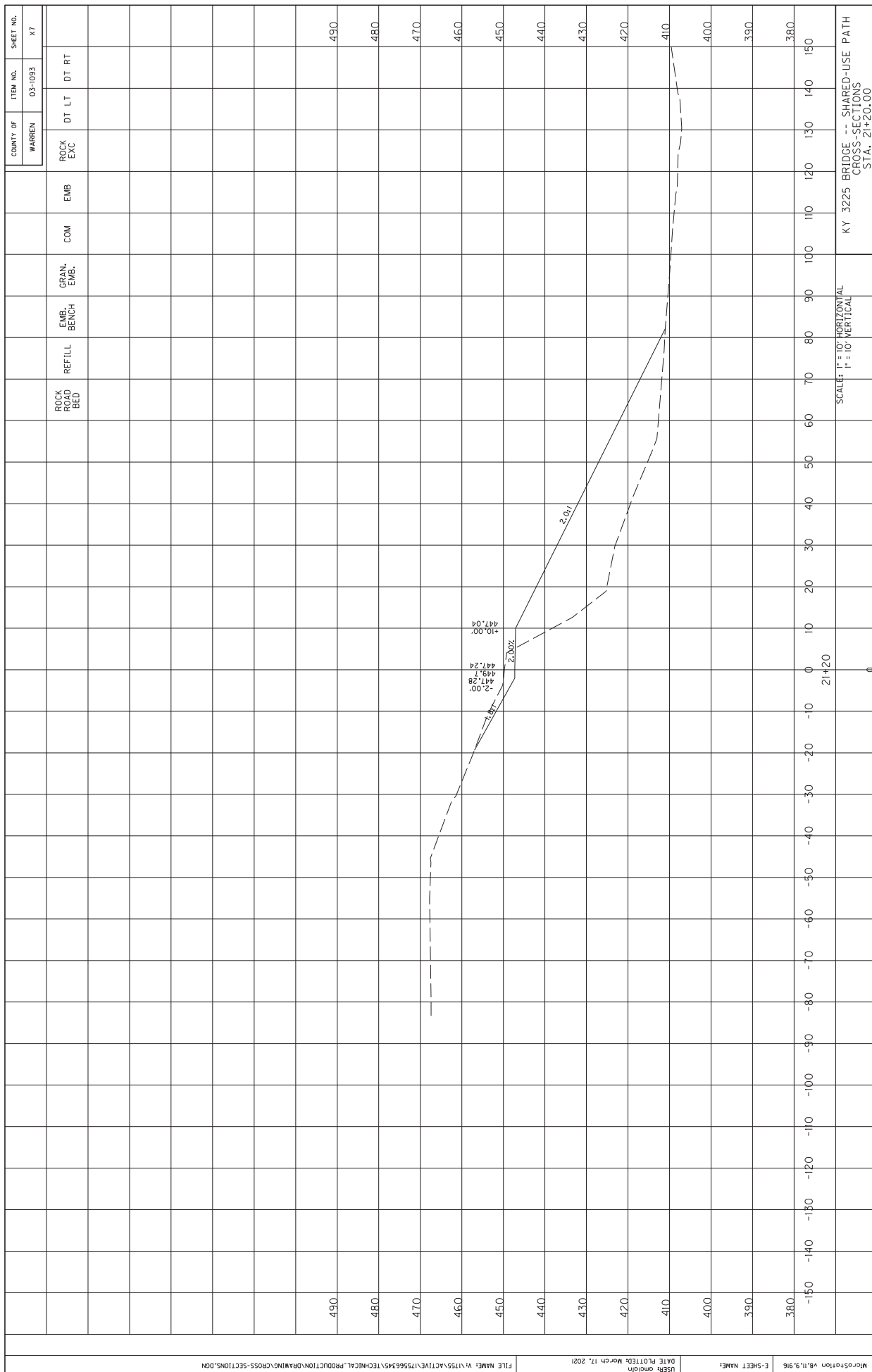


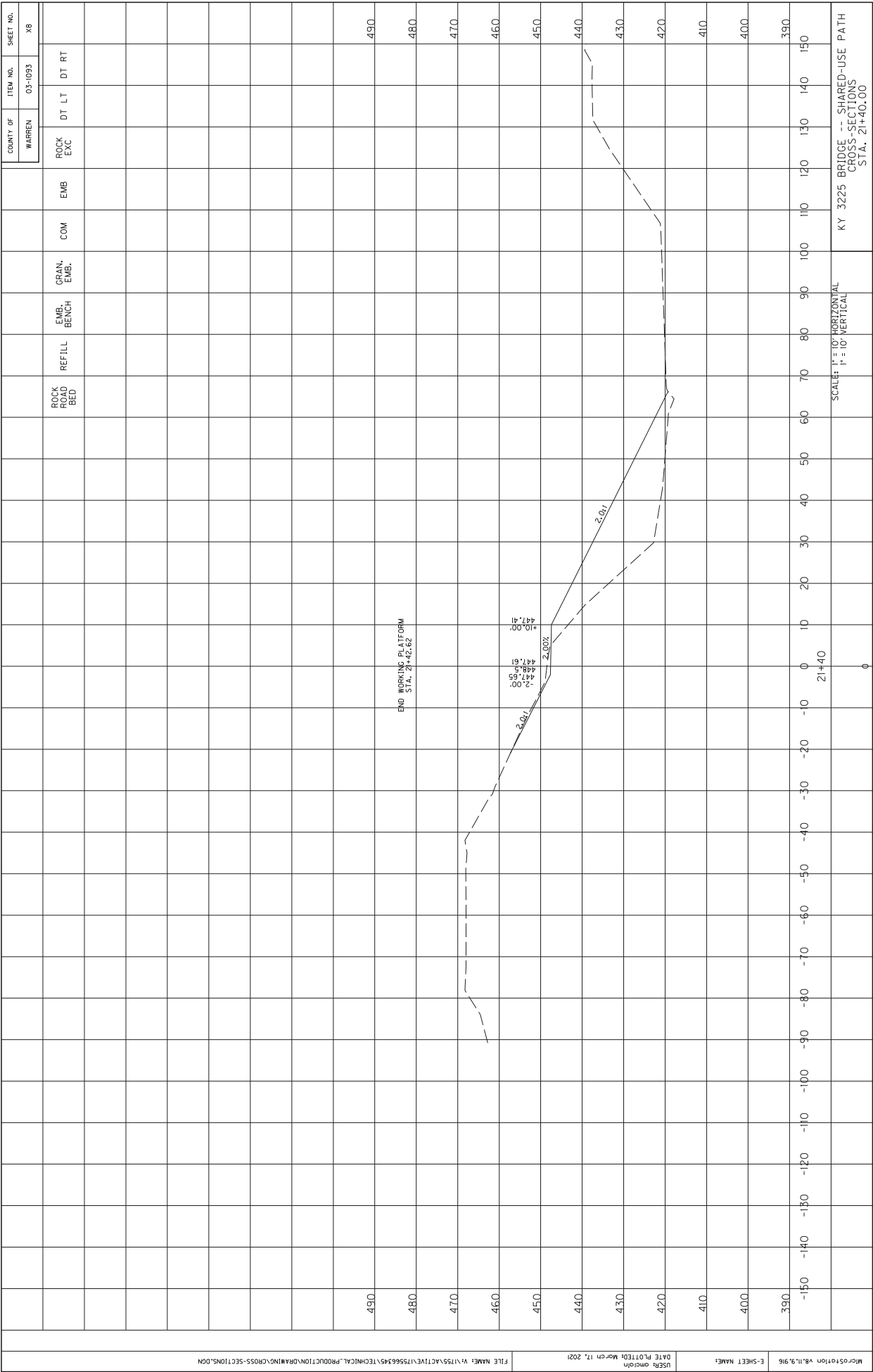




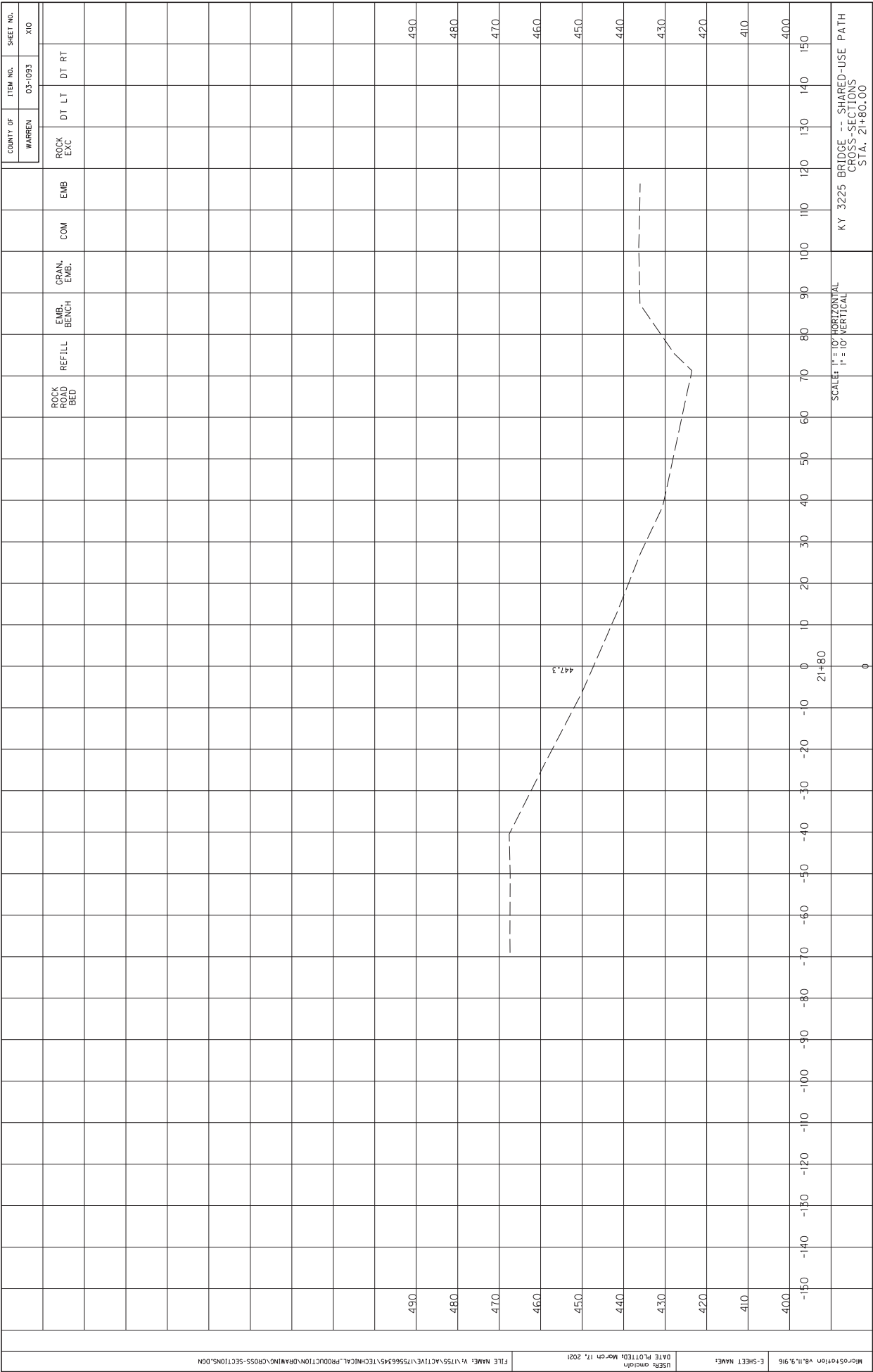








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**PART II**

**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 2019* and *Standard Drawings, Edition of 2020*.



## **SUPPLEMENTAL SPECIFICATIONS**

The contractor shall use the Supplemental Specifications that are effective at the time of letting.  
The Supplemental Specifications can be found at the following link:

<http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

## **PART III**

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

**TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

**I. APPLICATION**

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

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

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

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

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

Revised: January 25, 2017

**II. NONDISCRIMINATION OF EMPLOYEES**

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

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

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

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

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 3 Fountain Place, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: January 27, 2017

### **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 3/23/21

Section: 0001 - BRIDGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	46.00	TON		\$	
0020	01000		PERFORATED PIPE-4 IN	75.00	LF		\$	
0030	01010		NON-PERFORATED PIPE-4 IN	17.00	LF		\$	
0040	01020		PERF PIPE HEADWALL TY 1-4 IN	1.00	EACH		\$	
0050	02187		SITE PREPARATION	1.00	EACH		\$	
0060	02200		ROADWAY EXCAVATION	3,235.00	CUYD		\$	
0070	02275		FENCE-8 FT CHAIN LINK	135.00	LF		\$	
0080	02281		PEDESTRIAN GATE-CHAIN LINK	1.00	EACH		\$	
0090	02545		CLEARING AND GRUBBING 114B00007N	1.00	LS		\$	
0100	02555		CONCRETE-CLASS B	6.00	CUYD		\$	
0110	02562		TEMPORARY SIGNS	49.00	SQFT		\$	
0120	02568		MOBILIZATION	1.00	LS		\$	
0130	02602		FABRIC-GEOTEXTILE CLASS 1	2,394.00	SQYD		\$	
0140	02614		HANDRAIL-TYPE A-4	75.00	LF		\$	
0150	02650		MAINTAIN & CONTROL TRAFFIC 114B00007N	1.00	LS		\$	
0160	02701		TEMP SILT FENCE	400.00	LF		\$	
0170	02720		SIDEWALK-4 IN CONCRETE	100.00	SQYD		\$	
0180	02726		STAKING	1.00	LS		\$	
0190	04740		POLE BASE	3.00	EACH		\$	
0200	04792		CONDUIT-1 IN	170.00	LF		\$	
0210	05963		INITIAL FERTILIZER	.01	TON		\$	
0220	05964		MAINTENANCE FERTILIZER	.01	TON		\$	
0230	05985		SEEDING AND PROTECTION	117.00	SQYD		\$	
0240	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	2.00	EACH		\$	
0250	23864EC		CHANNEL LINING CLASS III-MOD	12,491.00	TON		\$	
0260	23911EC		GROUT	120.00	CUYD		\$	
0270	24901EC		PVC CONDUIT-2 IN-SCHEDULE 80	420.00	LF		\$	

Section: 0002 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0280	02569		DEMOBILIZATION	1.00	LS		\$	