

CALL NO. 413
CONTRACT ID. 237004
LETCHER - KNOTT COUNTIES
FED/STATE PROJECT NUMBER 121GR23M030 (FD51)
DESCRIPTION VARIOUS ROUTES IN DISTRICT 12 - 3 LOCATIONS
WORK TYPE BRIDGE REPLACEMENT
PRIMARY COMPLETION DATE 10/1/2023

LETTING DATE: March 23,2023

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME March 23,2023. 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 - 12

CONTRACT ID - 237004 121GR23M030 (FD51)

COUNTY - KNOTT

PCN - MB06011082301 FD51 060 1108 C00022N 00.52

HOLLYBUSH ROAD (CR 1108) BRIDGE 060C00022N OVER HOLLYBUSH CREEK AT MP 00.52BRIDGE REPLACEMENT

GEOGRAPHIC COORDINATES LATITUDE 37:20:46.00 LONGITUDE 82:51:29.00 ADT

PCN - MB06015382301 FD51 060 1538 060C001 00.03

DOVE CROSS LANE (CR 1538) BRIDGE 060C001 OVER CARR FORK AT MP 00.03BRIDGE REPLACEMENT GEOGRAPHIC COORDINATES LATITUDE 37:16:30.00 LONGITUDE 82:53:49.00 ADT

COUNTY - LETCHER

PCN - MB06713392301 FD51 067 1339 067C009 00.02

BLAIR BRANCH ROAD (CR 1339) BRIDGE 067C009 OVER BLAIR BRANCH AT MP 00.02BRIDGE REPLACEMENT GEOGRAPHIC COORDINATES LATITUDE 37:10:11.00 LONGITUDE 82:54:33.00 ADT

COMPLETION DATE(S):

COMPLETED BY 10/01/2023 APPLIES TO ENTIRE CONTRACT

50 CALENDAR Days APPLIES TO 060C00022N
50 CALENDAR Days APPLIES TO 060C001
50 CALENDAR Days APPLIES TO 067C009

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

Questions about projects during the advertisement should be submitted in writing to the Division of Construction Procurement. This may be done by fax (502) 564-7299 or email to kyt.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). 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.

BUILD AMERICA, BUY AMERICA ACT (BABA)

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, includes the Build America, Buy America Act ("the Act"). Pub. L. No. 117-58, §§70901-52. The Act strengthens the Buy America preference to include "construction materials." The current temporary waiver for "construction materials" will expire on November 10, 2022.

The Act will apply to construction materials as outlined in the guidance issued in OMB M-22-11.

Construction Materials – Includes an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that is or consists primarily of:

- Non-ferrous metals
- Plastic/polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

Construction Materials only applies to items, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project.

Construction Materials does not apply to tools, equipment or supplies brought to the jobsite and removed before completion.

BOYCOTT PROVISIONS

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

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

LOBBYING PROHIBITIONS

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

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

February 1, 2023

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. 12
KNOTT COUNTY
BRIDGE REPLACEMENT
CID 23-7004 ~ 121GR23M030
BRIDGE NUMBER 060C00022N
FEMA D23A/4663-DR

FD51 060 1108 C00022N 00.52

CR 1108 (Hollybush Road) over Hollybush Creek

Geographic Coordinates

Latitude 37° 20' 46.00'' (37.3461) Longitude -82° 51' 29.00'' (-82.8580)

Description

Single Steel Span (Existing) 32'-0" Steel Span (Proposed)

SPECIAL NOTES FOR BRIDGE REPLACEMENT 060C00022N

SPECIAL NOTE FOR CONCRETE SEALING

SPECIAL NOTE FOR NON-TACKING TACK COAT

SPECIAL NOTE FOR HOT-DIP GALVANIZING STEEL

SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND PENALTIES

SPECIAL NOTE FOR BRIDGE PLANS

SPECIAL NOTE FOR CONCRETE SEALING

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

I. **DESCRIPTION.** Perform all work in accordance with the Department's 2019 Standard Specifications, and applicable Supplemental Specifications, the attached sketches, and these Notes. Section references are to the Standard Specifications.

This work consists of: (1) Euroish all labor materials tools and equipment: (2) Clean

This work consists of: (1) Furnish all labor, materials, tools, and equipment; (2) Clean the bridge deck; (3) Seal the bridge deck; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

II. MATERIALS.

A. Sealer. Use one of the following:

Product	Supplier
Protectosil BHN	Evonik Industries
Protectosil 300S	Evonik Industries
TK-590-40 Tri-Silane 40%	TK Products
0111 011 100	Chemical Products
SW-244-100	Industries, Inc.
	mudstries, mc.
TK-590-1 MS Tri-Silane	TK Products
MasterProtect H1000	BASF
Aquanil Plus 40	ChemMasters
	Advanced Chemical
SIL-ACT ATS-100	Technologies
	recimologies
Certivex Penseal BTS 100%	Vexcon
Pentreat 244-40	W.R. Meadows
1 51 404	
Aquanil Plus 40A	ChemMasters

B. Coverage Rate: Follow all manufacturers recommendations for coverage rates except the application rate must not exceed the square footage coverage rate per gallon of sealer as given in the chart below. If the manufacturer recommends a coverage rate greater than given in the table below, apply sealer at the rate given in the table below for the chosen sealers silane percentage.

% Silane	Coverage rate (ft²/gallon)
100	300
40	120
20	60

III. CONSTRUCTION.

- A. Curing Compound. Contrary to Section 609.03.12 of the specifications, curing compound is not to be used on this deck due to potentially causing issues with the concrete sealer. During the deck pour, finishing, and tining operations the Class AA concrete shall be kept continuously moist with the use of a mister until burlap or curing blankets are applied to the surface. At no point should water be pooling or running off the surface or the surface of the concrete be allowed to become dry. After the burlap or curing blankets are installed, cure in accordance with the specifications. Include all costs in the unit price bid for Class AA concrete. Failure to properly cure the concrete in accordance with this note and the specifications may result in weakened or cracked concrete. If the concrete is weakened or cracked due to improper curing, the contractor will be responsible for providing alternates to fix the issues to the Engineer for review and the contractor will be solely responsible for all costs to do so, up to complete replacement. Do not begin any construction on fixing any issues without approval of the Engineer.
- **B.** Cleaning the Deck. Dry clean the deck to remove all loose debris. Remove all visible hydrocarbons from the surface with detergent approved by the manufacturer of the deck sealant. Pressure wash all surfaces to be sealed at 2000 to 3000 psi. Install pressure gauges at each wand to verify pressure. Use 30° fan tip or as recommended by the manufacturer of the deck sealant. Hold pressure washing wand a minimum of 45° from the deck with a maximum stand-off distance of 12 inches.
- C. Sealing the Deck. Allow new concrete to cure a minimum 28 days prior to application of sealer. Monitor weather conditions prior to sealer application. Refer to manufacturer's recommendations for proper ambient conditions. Do not apply sealer if precipitation is anticipated within the time stated by the manufacturer. Allow the deck to dry 24 hours (after washing or rain event) before sealer application. The deck can be reopened to traffic while drying. Sealer must be applied within 48 hours of washing or the deck must be rewashed. Divide the deck into predefined areas of specific square footage to aid in determining usage. Comply with manufacturer's usage recommendation. Using a low

pressure pump, apply sealer and spread evenly with broom or squeegee; do not allow pooling to remain. When each predefined area is complete, measure the amount of sealer used to verify proper usage. After sealing, follow manufacturer's recommended cure time before opening to traffic. On vertical surfaces, apply the sealer in a flooding application from the bottom up, so the material runs down 6 to 8 inches below the spray pattern.

- **D. Inspection:** Monitor all aspects of the project to assure compliance to this specification. Observe and document general conditions during the entirety of the project. Verify that each phase of work has been satisfactorily completed prior to beginning the next phase. Phases are described as follows:
 - 1. Dry cleaning to remove loose debris, verify and document:
 - a. All debris has been removed and disposed of properly.
 - 2. Removal of hydrocarbons, verify and document:
 - a. The manufacturer's recommended detergent is used for removal.
 - b. Hydrocarbons have been satisfactorily removed.
 - 3. Pressure washing, verify and document:
 - a. Washing pressure at the wand.
 - b. Tip size used.
 - c. Wash angle and stand-off distance.
 - d. The deck is satisfactorily cleaned.
 - 4. Sealer application, verify and document:
 - a. Proper cure time for new concrete.
 - b. Deck surface is dry.
 - 1. Document time since washed.
 - 2. Was deck opened to traffic after washing?
 - c. Ambient conditions.
 - 1. Document ambient temperature, surface temperature, relative humidity, and dew point.
 - d. Application and distribution method.
 - e. Coverage to be complete and even.
 - f. Material is not allowed to remain pooled.
 - g. Monitor material usage.
 - h. No traffic until proper cure time is allowed.

IV. MEASUREMENT

A. Concrete Sealing. The Department will measure the quantity per square feet of each area sealed.

V. PAYMENT

A. Concrete Sealing. Payment at the contract unit price per square feet is full compensation for the following: (1) Furnish all labor, materials, tools, and equipment; (2) Clean the bridge deck; (3) Seal the bridge deck; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

SPECIAL NOTE FOR NON-TRACKING TACK COAT

- 1. DESCRIPTION AND USEAGE. This specification covers the requirements and practices for applying a non-tracking tack asphalt coating. Place this material on the existing pavement course, prior to placement of a new asphalt pavement layer. Use when expedited paving is necessary or when asphalt tracking would negatively impact the surrounding area. This material is not suitable for other uses. Ensure material can "break" within 15 minutes under conditions listed in 3.2.
- 2. MATERIALS, EQUIPMENT, AND PERSONNEL.
 - 2.1 Non-Tracking Tack. Provide material conforming to Subsection 2.1.1.
 - 2.1.1 Provide a tack conforming to the following material requirements:

Property	Specification	Test Procedure
Viscosity, SFS, 77 ° F	20 - 100	AASHTO T 72
Sieve, %	0.3 max.	AASHTO T 59
Asphalt Residue ¹ , %	50 min.	AASHTO T 59
Oil Distillate, %	1.0 max.	AASHTO T 59
Residue Penetration, 77 ° F	0 - 30	AASHTO T 49
Original Dynamic Shear (G*/sin δ), 82 ° C	1.0 min.	AASHTO T 315
Softening Point, ° F	149 min.	AASHTO T 53
Solubility, %	97.5 min.	AASHTO T 44

¹ Bring sample to 212 °F over a 10-15 minute period. Maintain 212 °F for 15-20 minutes or until 30-40 mL of water has distilled. Continue distillation as specified in T59.

- 2.2. Equipment. Provide a distributor truck capable of heating, circulating, and spraying the tack between 170 °F and 180 °F. Do not exceed 180 °F. Circulate the material while heating. Provide the correct nozzles that is recommend by the producer to ensure proper coverage of tack is obtained. Ensure the bar can be raised to between 14" and 18" from the roadway.
- 2.3. Personnel. Ensure the tack supplier has provided training to the contractor on the installation procedures for this product. Make a technical representative from the supplier available at the request of the Engineer.

3. CONSTRUCTION.

3.1 Surface Preparation. Prior to the application of the non-tracking tack, ensure the pavement surface is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the surface by scraping, sweeping, and the use of compressed air. Ensure this preparation process occurs shortly before application to prevent the return of debris on to the pavement. If rain is expected within one hour after application, do not apply material. Apply material only when the surface is dry, and no precipitation is expected.

- 3.2 Non-tracking Tack Application. Placement of non-tracking tack is not permitted from October 1st to May 15th. When applying material, ensure the roadway temperature is a minimum of 40°F and rising. Prior to application, demonstrate competence in applying the tack according to this note to the satisfaction of the Engineer. Heat the tack in the distributor to between 170 180 °F. After the initial heating, between 170 180 °F, the material may be sprayed between 165 °F and 180 °F. Do not apply outside this temperature range. Apply material at a minimum rate of 0.70 pounds (0.08 gallons) per square yard. Ensure full coverage of the material on the pavement surface. Full coverage of this material is critical. Increase material application rate if needed to achieve full coverage. Schedule the work so that, at the end of the day's production, all non-tracking tack is covered with the asphalt mixture. If for some reason the non-tracking tack cannot be covered by an asphalt mixture, ensure the non-tracking tack material is clean and reapply the non-tracking tack prior to placing the asphalt mixture. Do not heat material more than twice in one day.
- 3.3 Non-tracking Tack Certification. Furnish the tack certification to the Engineer stating the material conforms to all requirements herein prior to use.
- 3.4 Sampling and Testing. The Department will require a sample of non-tracking tack be taken from the distributor at a rate of one sample per 15,000 tons of mix. Take two 1 gallon samples of the heated material and forward the sample to the Division of Materials for testing within 7 days. Ensure the product temperature is between 170 and 180 °F at the time of sampling.
- 4. MEASUREMENT. The Department will measure the quantity of non-tracking tack in tons. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of non-tracking tack, the cleaning of the pavement surface, or furnishing and placing the non-tracking tack. The Department will consider all such items incidental to the non-tracking tack.
- 5. PAYMENT. The Department will pay for the non-tracking tack at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. Non-tracking tack will not be permitted for use from October 1st to May 15th. During this timeframe, the department will allow the use of an approved asphalt emulsion in lieu of a non-tracking tack product but will not adjust the unit bid price of the material. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

Non-Tracking Tack Price Adjustment Schedule						
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay
Viscosity, SFS, 77 ° F	20 – 100	19 - 102	17 - 18	15 - 16	14	≤13
			103 - 105	106 - 107	108 - 109	≥ 110
Sieve, %	0.30 max.	≤ 0.40	0.41 - 0.50	0.51 - 0.60	0.61 - 0.70	≥ 0.71
Asphalt Residue, %	50 min.	≥49.0	48.5 – 48.9	48.0 – 48.4	47.5-47.9	≤ 47.4
Oil Distillate, %	1.0 max.	≤1.0	1.1-1.5	1.6 - 1.7	1.8-1.9	>2.0
Residue Penetration, 77 ° F.	30 max.	≤31	32 - 33	34 - 35	36 - 37	≥ 38
Original Dynamic Shear (G*/sin δ), 82 ° C	1.0 min.	≥0.95	0.92 - 0.94	0.90 - 0.91	0.85 - 0.89	≤ 0.84
Softening Point, ° F	149 min.	≥145	142 - 144	140 - 141	138 - 139	≤ 137
Solubility, %	97.5 min.	≥ 97.0	96.8 – 96.9	96.6 – 96.7	96.4 – 96.5	≤ 96.3

Code
24970ECPay Item
Asphalt Material for Tack Non-TrackingPay Unit
Ton

Revised: May 23, 2022

SPECIAL NOTE FOR HOT-DIP GALVANIZING STEEL

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

I. DESCRIPTION. This work shall consist of surface preparation and hot-dip galvanizing structural steel specified on the plans. An additional coating system as described in Section 607.03.23 of the Specifications is not required when this note is in the included in the contract.

II. MATERIALS.

- A. Steel. Use steel specified in the plans; however, fabricator must confirm that the steel material has silicon content either below 0.4% or between 0.15% and 0.22% to ensure galvanizing will perform and bond as required. Steel material out of this range shall be rejected. This specification can only be utilized for rolled steel beam bridges (no plate girders) and associated hardware.
- **B. Zinc.** In accordance with AASHTO M111.

III. HOT-DIP GALVANIZING.

A. Application.

Steel members, fabrications and assemblies shall be galvanized by the hot-dip process in the shop according to AASHTO M111 (Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products).

Bolts, nuts, washers and steel components shall be galvanized in the shop according to AASHTO M232 (Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware).

B. Safeguarding against embrittlement, distortion, and cracking

All steel shall be safeguarded against embrittlement according to ASTM A143 (Standard Specification for Safeguarding against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedure for Detecting Embrittlement). Water quenching or chromate conversion coatings shall not be used on any steel work that is to be painted.

All galvanized steel work shall be handled in a manner to avoid mechanical damage and minimize distortion. Members shall be supported during galvanization to prevent permanent distortion. The contractor/fabricator/galvanizer must propose changes to the element prior to preparing shop drawings if necessary to minimize the chances of permanent distortion or cracking during hot-dip galvanizing. Pre-heating must be utilized if necessary to minimize the chance of permanent distortion or cracking.

The contractor is required to inspect each element for distortion following hot-dip galvanizing prior to dipping the next element. Consult the Engineer is distortion is detected before proceeding to the next element.

C. Fabrication

Hot-dip galvanizing shall be indicated on the shop drawings. The fabricator shall coordinate with the galvanizer to incorporate additional steel detail required to facilitate galvanizing of the steel. These additional details shall be indicated on the shop drawings.

To insure identification after galvanizing, piece marks shall be supplemented with metal tags for all items where fit-up requires matching specific pieces.

After fabrication (cutting, welding, drilling, etc.) is complete, all holes shall be deburred and all fins, scabs or other surface/edge anomalies shall be ground or repaired per ASTM A6. The items shall then be cleaned per Steel Structures Painting Council's Surface Preparation Specification SSPC-SP1 (Solvent Cleaning) and SSPC-SP6 (Commercial Blast Cleaning). All surfaces shall be inspected to verify no fins, scabs or other similar defects are present.

All welded attachments shall be connected prior to hot dip galvanization, including shear studs.

Beams shall be handled, stored and transported with their webs vertical and with proper cushioning to prevent damage to the member and coating. Members shall be supported during galvanizing to prevent permanent distortion.

D. Surface Preparation

The Contractor/Fabricator shall consult with the galvanizer to insure proper removal of grease, paint and other deleterious materials prior to galvanizing. The members shall be abrasive blasted/cleaned to SSPC SP6/NACE 3 to remove all mill scale.

E. Coating Requirements

Coating weight, surface finish, appearance and adhesion shall conform to requirements of ASTM A385 (*Standard Practice for Providing High-Quality Zinc Coatings (Hot-Dip)*) and AASHTO M111 or AASHTO M232, as appropriate.

F. Testing Requirements

Inspection and testing of hot-dip galvanized coatings shall follow the guidelines provided in the American Galvanizers Association publication "Inspection of Products Hot-dip Galvanized after Fabrication". Sampling, inspection, rejection and retesting for conformance with requirements shall be according to AASHTO M111 or AASHTO M232 as applicable, with the target coating thickness of 152 microns (6 mils). Coating thickness shall be measured according to AASHTO M111, for magnetic thickness gage measurement and AASHTO M232 as appropriate. The Cabinet may elect to conduct testing in addition to the Standards required testing.

All galvanized steel will be visually inspected for finish and appearance.

Bolts, nuts, washers, and steel components shall be packaged according to AASHTO M232. Identity of bolts, nuts and washers shall be maintained for lot-testing after galvanizing according to Article 505.04(f)(2) for high strength steel bolts.

G. Connection Treatment

After galvanizing and prior to shipping, contact surfaces for any bolted connections shall be roughened by hand wire brushing or according to SSPC-SP7 (Brush-Off Blast Cleaning). Power wire brushing is not allowed.

All bolt holes shall be reamed or drilled to their specified diameters after galvanizing. All bolts shall be installed after galvanizing.

H. Repair of Hot-dip Galvanized Coating

Surfaces with inadequate zinc thickness will be repaired using zinc based solder in accordance to ASTM A780 (*Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings*) Section 4.2.1 and AASHTO M111. Any fins or slivers present after galvanizing will be removed and repaired ASTM A780 (Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings) Section 4.2.1 and AASHTO M111.

Surfaces of galvanized steel that are damaged after the galvanizing operation shall be repaired according to ASTM A780. Damage that occurs in the shop shall be repaired in the shop. Damage that occurs during transport or in the field shall be repaired in the field. Any drips or runs in the galvanizing will be removed by grinding to match the surrounding surface.

All bolt holes shall be reamed or drilled to their specified diameters after galvanizing.

The Cabinet's Project Team must inspect and approve the galvanized steel prior to the subsequent Phase of Work.

V. PAYMENT

The cost of all surface preparation, galvanizing, and all other work described herein shall be the considered as included in the unit price bid for the applicable pay item to be hot-dip galvanized.

The Department will consider payment as full compensation for all work required by these notes and detail drawings.

SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND PENALTIES

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.

STRUCTURE NO. OF CALENDAR DAYS COMPLETION DATE

060C00022N 50 October 1, 2023

The Contractor must coordinate with KYTC District 12 to ensure the utility relocation is complete.

All work for installation and removal of the By-pass Diversion will be excluded from the 50 allotted calendar days.

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 BRIDGE PLANS

See Project Related Information for Bridge Plans. Bridge Drawing Number 28598 with Roadway Plans. SPECIAL NOTES
DISTRICT NO. 12
KNOTT COUNTY
BRIDGE REPLACEMENT
CID 23-7004 ~ 121GR23M030
BRIDGE NUMBER 060C001
FEMA D23A/4663-DR

FD51 060 1538 C001 00.03

CR 1538 (Dove Cross Lane) over Carr Fork

Geographic Coordinates

Latitude 37° 16' 30.00'' (37.2751) Longitude -82° 53' 49.00'' (-82.8970)

Description

Single Steel Span (Existing) 54'-6" PPC Box Beam Span (Proposed)

SPECIAL NOTES FOR BRIDGE REPLACEMENT 060C001

SPECIAL NOTE FOR SEDIMENT PREVENTION AND EROSION CONTROL

SPECIAL NOTE FOR TRAFFIC CONTROL ON GRIDGE REPAIR CONTRACTS

SPECIAL NOTE FOR TREE CLEARING RESTRICTION

SPECIAL NOTE FOR ENVIRONMENTAL COMMITMENTS

SPECIAL NOTE FOR CONCRETE SEALING

SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND PENALTIES

SPECIAL NOTE FOR BRIDGE PLANS

SPECIAL NOTE

FOR SEDIMENT PREVENTION AND EROSION CONTROL

FOR IMPACT REGARDLESS OF SIZE OF THE DISTRUBED AREA

Potential impacts to gray but foraging habitat and habitat for federally listed fish and mussel species will be minimized by implementing erosion prevention and sediment control measures.

As required under Section 213 of the KYTC Standard Specifications, prior to onsite activities a **site-specific** *Erosion Control Plan* **including BMPs** to ensure continuous erosion control throughout the construction and post construction period. The plan will identify individual Disturbed Drainage Areas (DDA) where storm water from the construction area will be discharged off site or into waters of the Commonwealth.

Should the Contractor fail to create a BMP Plan or provide and maintain the necessary erosion control, Liquidated Damages will apply at the rate specified in the contract. If no rate is specified, Liquidated Damages will be applied at the rate specified in Section 108 of the Standard Specifications.

The erosion prevention and sediment controls proposed are presented below.

- The location of the individual erosion prevention/sediment control measures will be identified by the Resident Engineer and Contractor. The Contractor will place erosion control devices as identified in the site-specific BMP Plan prior to beginning work.
- Mulch will be placed, during grade and drain activities, across all areas where no work will be conducted for a period of 14 consecutive days.
- Tree clearing within the riparian zone will be minimized. Trees to be removed will be determined by the resident engineer and the contractor prior to disturbance. (Note: Any "Special Note for Tree Clearing Restrictions" must be adhered to.)
- Silt fence, or other approved method as appropriate, will be installed at the edge of waters within the project corridors to eliminate the deposition of rock and debris in the streams during construction activities. In the unforeseen event that unintended debris does enter the streams, the resident engineer will halt the contributing activity until appropriate remedial actions have been implemented.
- To the maximum extent plausible, construction activities will take place during low-flow periods.
- Equipment staging and cleaning areas will be located to eliminate direct inputs to waters of the Commonwealth. These areas will be located such that effluent will be filtered through vegetated areas and appropriate sediment controls prior to discharge offsite.

- Concrete will be poured in a manner to avoid spills into the streams. In the unforeseen event that a spill does occur, the USFWS will be notified, and the resident engineer will immediately halt the activity until remedial measures have been implemented.
- KYTC proposes to stabilize areas disturbed during construction activities through vegetation establishment and placement of riprap and geotextile fabric. Re-vegetation of the disturbed areas will allow thermoregulation of water within the streams, establish long-term, regenerative stabilization of the stream banks, and provide nutrients to the aquatic macroinvertebrate community through inputs of organic material.
- Areas disturbed during construction and not stabilized with rip rap and erosion blanket will be seeded using a standard seed mix. Depending on project slope and project location, application rates and seed mix types will vary. The Contractor shall perform all final seeding and protection, in accordance with the plans and Section 212 of KYTC Standard Specifications.
- Contrary to Section 213.03.03, paragraph 2, the Engineer shall conduct inspections as needed to verify compliance with Section 221 of KYTC Standard Specifications The Engineer's inspections shall be performed a minimum of once per month and within seven (7) days after a storm of ½ inch or greater. Copies of the Engineer's inspections shall not be provided to the Contractor unless improvements to the BMPs are required. The Contractor shall initiate corrective action within 24 hours of any reported deficiency and complete the work within five (5) days. The Engineer shall use Form TC 63-61 A for this report. Inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance. If corrections are not made within the five (5) days specified, the liquidated damages will apply at the rate specified in the Liquidated Damages note in the contract.
- Contrary to Sections 212.05 and 213.05, unless listed in the proposal, bid items for temporary BMPs and items for permanent erosion control will not be measured for payment and will be replaced with one lump sum item for the services. Payment will be pro-rated based on the Project Schedule as submitted by the Contractor and as agreed to by the Engineer.
- The Contractor shall be responsible for applying "good engineering practices." The Contractor may use any temporary BMPs and permanent BMPs that fall within the guidance of the current Standard Specifications, KYTC's Best Management Practices manual, and with the approval of the KYTC Engineer.

FOR IMPACT GREATER THAN 1.0 ACRE

When the total disturbed area for a project, including laydown and waste/borrow areas, is greater than 1.0 acre, the Contractor shall be responsible for filing the Kentucky Pollution discharge Elimination System (KPDES) KYR10 permit Notice of Intent (NOI) with the Kentucky Division of Water (DOW). The Contractor will be responsible for following the KPDES requirements of local Municipal Separate Storm Sewer System (MS4) programs with jurisdiction. Required NOI shall name the Contractor as the Facility Operator and include the KYTC Contract ID Number (CID) for reference. For grouped contracts with more than one structure, each structure will be treated independently in regards to disturbed area unless another structure is within 0.25 mile of

the structure. For structures within 0.25 mile of each other, the total disturbed area will be the sum of the combined disturbed areas. The Contractor shall be responsible for filing the KPDES permit Notice of Termination (NOT) with the Kentucky DOW and any local MS4 Program that has jurisdiction. The NOT shall be filed after the Engineer agrees the project is stabilized or the project has been formally accepted.

The Contractor shall perform all temporary erosion/sediment control functions including: providing a Best Management Practice (BMP) Plan, conducting required inspections, modifying the BMP Plan documents as construction progresses, and documenting the installation and maintenance of BMPs in conformance with the KPDES KYR10 permit effective on August 1, 2009, or a permit re-issued to replace that KYR10 permit. This work shall be conducted in conformance with the requirements of Section 213 of the KYTC current Department of Highways, Standard Specifications for Road and Bridge Construction (Standard Specifications).

The Contractor shall be responsible for the examination of the soils to be encountered and make his own independent determination of the temporary BMPs that will be required to accomplish effective erosion prevention and sediment control. The Contractor shall provide the Engineer copies of all documents required by the KPDES permit at the time they are prepared.

If there are any questions regarding this note, please contact Danny Peake, Director, Division of Environmental Analysis, 200 Mero Street, Frankfort, KY 40601, Phone (502) 564-7250.

SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS

I. TRAFFIC CONTROL GENERAL

Except as provided herein, traffic shall be maintained in accordance with the current standard specifications, section 112. The contractor will be responsible for developing and implementing the maintenance of traffic details with guidance through standard drawings and the MUTCD current editions. The developed traffic control plan must be approved by the Engineer prior to implementation. The contractor is expected to provide at a minimum the items listed in this note, however this note does not relieve the contractor of other items that may be necessary to comply with current standards. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic".

Contrary to section 106.01, traffic control devices used on this project may be new or used in new condition, at the beginning of the work and maintained in like new condition until completion of the work.

The contractor must notify the engineer and public information officer at least 14 calendar days prior to the beginning work. Please see the Special Note for Liquidated Damages for additional information.

II. 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 bi-directional lane closure or road closure is in place. The personnel shall have access on the project to a radio or telephone to be used in case of emergencies or accidents. The traffic coordinator shall report all incidents throughout the work zone to the engineer on the project. The contractor shall furnish the name and telephone number where the traffic coordinator can be contacted at all times.

III. SIGNS

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

The contractor shall provide all detour signing needed for the bridge closure, if allowed in the contract documents. All signing required will be incidental to the lump sum bid item "Maintain and Control Traffic".

The department will not measure installation, maintenance, or removal for payment of any detour signage or standard construction signage, and will consider these incidental to "Maintain and Control Traffic"

Closure signs, detour signs, and bi-directional lane closure signs should be placed no sooner than two weeks prior to the closing of the bridge (when applicable) or placing lane closures. Wayfinding detour signs should be placed a maximum of 2 miles apart unless specified by the engineer. Signs shall be covered or removed within 24 hours of opening the bridge to traffic.

Road closed signs (when applicable) should be double signed and placed a minimum of 1500', 1000', and 500' in advance of the closure, in addition to signage required by the MUTCD and standard drawings.

IV. TEMPORARY PAVEMENT STRIPING

For projects where road closures are allowed in the contract documents, it is not anticipated that temporary pavement striping will be needed since the bridge will be closed. However, if the contractor's means and methods allows for need for temporary striping, conflicting pavement marking will be covered with 6" black removable tape. However, for bi-directional lane closures or if the plans call for a diversion, temporary striping will be required per the plans and MUTCD. Contrary to the standard specifications, no direct payment will be made for any temporary striping, pavement striping removal, or any other temporary striping item. If temporary striping is used, 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. Liquidated damages shall be assessed to the contractor at a rate of \$500 per day for failing to replace temporary striping within this time limit.

V. PROJECT PHASING & CONSTRUCTION PROCEDURES

Project phasing shall be as directed by the plans, special notes, and the approved Traffic Control Plan prepared by the contractor. Maintain traffic over the bridge as long as possible. Once work on the structure begins that impacts traffic, ensure work progresses to minimize the effected time to the public. All materials that must be made specific for the project should be ordered and made prior to closure of the bridge or implementation of bi-directional lane closures so that delivery does not delay progress of the work, unless approved by the Engineer. If the bridge is reopened prior to safety devices being in place, an approved protective barrier wall shall be placed in accordance to the standard drawings. Contrary to standard specifications, no direct payment would be made for the barrier wall and will be considered incidental to "Maintain and Control Traffic".

For projects which require an on-site diversion to be constructed to maintain traffic, the traffic control plan and project schedule prepared by the contractor shall include provisions such that traffic is not switched to the diversion until all materials that must be made specific for the project are ordered and made so that use of the diversion is minimized, unless approved by the Engineer.

VI. PAVEMENT DROP-OFF

Less than two inches - no protection required. Warning signs should be placed in advance and throughout the drop-off area.

Two to four inches - plastic drums, vertical panels or barricades every 100 feet on tangent sections for speeds of 50 mph or greater. Cones may be used in place of plastic drums, panels and barricades during daylight hours. For tangent sections with speeds less than 50 mph and curves devices should be placed every 50 feet. Spacing of devices on tapered sections should be in accordance with the manual on uniform traffic control devices, current edition.

Greater than four inches - positive separation or wedge with 3:1 or flatter slope needed. If there is five feet or more distance between the edge of the pavement and the drop-off, then drums, panel, or barricades may be used. If the drop-off is greater than 12 inches, positive separation is strongly encouraged. If concrete barriers are used, special reflective devices or steady burn lights should be used for overnight installations.

For temporary conditions, drop-offs greater than four inches may be protected with plastic drums, vertical panels or barricades for short distances during daylight hours while work is being done in the drop-off area.

VII. VARIABLE MESSAGE SIGNS AND TEMPORARY TRAFFIC SIGNALS

At the direction of the Engineer, the contractor is expected to provide up to four (4) message boards for use at locations determined by the Engineer. These message boards are expected to be in place one week prior to the closure of the roadway and remain in place for the duration of the closure. The message boards will be paid for as per the standard specifications.

For projects that involve the use of lane closures, all lane closures shall be bi-directional. The contractor shall provide temporary traffic signals and all labor, materials, and incidentals needed to maintain bi-directional traffic for the project. For short term bi-directional lane closures, the use of flaggers in lieu of temporary traffic signals may be acceptable if approved by the Engineer.

VIII. BARRICADES

For projects which allow full closure, ensure a minimum of (4) type III barricades are used at each end of the bridge for a total of (8) type III barricades. Contrary to the standard specifications, no direct payment will be made for barricades but they will be included in the lump sum price for "Maintain and Control Traffic".

VIII. DETOUR AND ON SITE DIVERSIONS

For projects which allow a full closure of the bridge, or if necessary to detour trucks, the traffic control plan proposed by the contractor shall include a signed detour route for the road closure. The traffic control plan along with the proposed detour plan will be delivered to the engineer 7

days prior to the pre-construction meeting. The proposed detour route shall meet the following requirements:

- 1) Detour routes must remain at minimum on the same classification of roadway (i.e. AA, AAA, state, county, etc.) Unless written approval is obtained through the owner of the facility.
- 2) The contractor must coordinate with other projects along the detour route in order to avoid ongoing construction projects along those routes.
- 3) It may be determined that two detour routes would be needed if the first selected route cannot accommodate truck traffic. If this occurs, the contractor is expected to sign both detours per the standard drawings and MUTCD. Additional clarification signage between the detours may be needed at points where they diverge.
- 4) For projects that involve the use of bi-directional lane closures and the temporary lane width per the plans or as proposed by the contractor is less than 10 feet, the contractor shall be required to provide a signed detour for oversized vehicles.

The traffic control plan must be submitted and approved to allow for coordination of the public information officer with the closure notification. The public must be notified of the proposed detour route when they are notified of the closure, 2 weeks before closure. All time and expenses necessary for the development of the detour plan(s) will be incidental to the lump sum bid item "Maintain and Control Traffic".

For projects with an on-site diversion included in the construction, the preparation of traffic control plans for a detour and implementation of a detour will not be required, unless specified in the plans.

IX. PAYMENT

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

- 1. Portable Changeable Message Boards Each
- 2. Maintain and Control Traffic Lump Sum

All other items needed to maintain traffic in accordance with these contract documents and the approved traffic control plan shall be considered incidental to Maintain and Control Traffic. These items include but are not limited to traffic signals, signs, barrier wall, crash cushions, temporary guardrail, temporary and permanent pavement striping, cones, barrels, flaggers, etc.

SPECIAL NOTE

Seasonal Tree Clearing Restriction

DUE TO THE RECOVEREY PLAN FOR ENDANGERED BATS, NO TREE CLEARING IS PERMITTED FROM JUNE 1 THROUGH JULY 31.

If there are any questions regarding this note, please contact Danny Peake, Director, Division of Environmental Analysis, 200 Mero Street, Frankfort, KY 40601, Phone (502) 564-7250.

SPECIAL NOTE

For Additional Environmental Commitments

IN ADDITION TO OTHER ENVIRONMENTAL COMMITMENTS LISTED IN THIS CONTRACT, THE FOLLOWING COMMITMENTS ALSO APPLY, AS THIS IS A FEDERALLY FUNDED UNDERTAKING AS DEFINED IN SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT, 36 CFR 800.16(Z):

1) The KYTC has completed a Phase 1 archaeological survey for a site-specific area surrounding the bridge. The cleared area is shown as "Archaeologically Cleared Area" or "Environmentally Cleared Area" on the concept plans and/or the map attached to this note or included elsewhere in the proposal. Likewise, any areas that must be avoided have been labeled "Do Not Disturb." The contractor shall install snow fencing to clearly delineate the boundary of the project lying within the bounds of the archeologically cleared area and right of way/easements. This snow fence shall be paid for per linear foot measured. If the Contractor requests additional area, and as a result additional delineation is required, the additional snow fence will not be paid and will be considered incidental to the original line item for snow fence.

If the Contractor deems it necessary to use additional areas outside the Archaeologically/ Environmentally Cleared Area for <u>any</u> purposes—e.g., laydown yards, vehicle parking, parking cranes, delivering beams, borrow areas, waste areas, etc.—the Contractor must first get a written agreement with the landowner (assuming the additional area is outside the right-ofway). Then the Contractor shall seek approval of the use of the site—whether within or outside the right-of-way—by the KYTC Section Supervisor. The Contractor shall provide a map of the area(s) to be used, including access points, and property-owner agreements. The BKY Environmental Team

will complete initial field investigations for archaeological, historical, ecological, and other environmental clearances. If any potentially significant site or resources are found, the KYTC has the right to deny the use of the proposed site. The maps and property owner agreements are to be submitted at least ten (10) business days prior to the Preconstruction Conference, or sixty (60) days prior to the Contractors access to the site, for coordination and review by the KYTC District.

A <u>Liquidated Damage of \$50,000</u> will be assessed whenever the Contractor has used any restricted areas. The fee will be assessed on a *per bridge* basis, whether the contract involves bridge bundles or a single bridge. In addition, all fines, fees, penalties, remediation costs, and other damages related to breaches of Threatened and Endangered Species Act Section 7, National Historic Preservation Act Section 106, Clean Water Act Sections 401 and 404, Kentucky General Permit for Stormwater Discharges KYR10, Environmental Protection Agency requirements, State Historic Preservation Office requirements, and other related permitting agencies will be paid by the Contractor, including all associated costs and burdens placed upon the Kentucky Transportation Cabinet.

2) In the event that human remains are encountered during project activities, all work should be immediately stopped in the area. The area should be cordoned off, and, in accordance with KRS

72.020, the county coroner and local law enforcement must be contacted immediately. Upon confirmation that the human remains are not of forensic interest, the unanticipated discovery must be reported to Nicolas Laracuente at the Kentucky Heritage Council at (502) 892-3614, George Crothers at the Office of State Archaeology at (859) 257-1944, and KYTC DEA archaeologists at (502) 564-7250.

For guidance regarding inadvertent discovery and treatment of human remains, refer to the KYTC's <u>Right of Way Guidance Manual</u> (Section ROW-1202), and the Advisory Council on Historic Preservation's (ACHP) <u>Policy Statement Regarding Treatment of Human Remains and Grave</u> <u>Goods</u> (adopted by ACHP February 23, 2007).

3) If, during the implementation of The Project, a previously unidentified historic/ archaeological property is discovered or a previously identified historic/archaeological property is affected in an unanticipated manner, the contractor shall (1) call KYTC DEA archaeologists at (502) 564-7250, (2) call SHPO archaeologists at (502) 892-3614, and (3) ensure that all work within a reasonable area of the discovery shall cease until such time as a treatment plan can be developed and implemented.

SPECIAL NOTE FOR CONCRETE SEALING

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

I. **DESCRIPTION.** Perform all work in accordance with the Department's 2019 Standard Specifications, and applicable Supplemental Specifications, the attached sketches, and these Notes. Section references are to the Standard Specifications.

This work consists of: (1) Furnish all labor, materials, tools, and equipment; (2) Clean the areas of the bridge to be sealed; (3) Seal concrete surfaces; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

II. MATERIALS.

A. Sealer. Use one of the following:

Product	Supplier
Protectosil BHN	Evonik Industries
Protectosil 300S	Evonik Industries
TK-590-40 Tri-Silane 40%	TK Products
SW-244-100	Chemical Products
300-244-100	Industries, Inc.
TK-590-1 MS Tri-Silane	TK Products
MasterProtect H1000	BASF
Aquanil Plus 40	ChemMasters
SIL-ACT ATS-100	Advanced Chemical
31L-ACT ATS-100	Technologies
Certivex Penseal BTS 100%	Vexcon
Pentreat 244-40	W.R. Meadows
Aquanil Plus 40A	ChemMasters

B. Coverage Rate: Follow all manufacturers recommendations for coverage rates except the application rate must not exceed the square footage coverage rate per gallon of sealer as given in the chart below. If the manufacturer recommends a coverage rate greater than given in the table below, apply sealer at the rate given in the table below for the chosen sealers silane percentage.

% Silane	Coverage rate (ft²/gallon)
100	300
40	120
20	60

III. CONSTRUCTION.

- A. Curing Compound. Contrary to Section 609.03.12 of the specifications, curing compound is not to be used on this deck due to potentially causing issues with the concrete sealer. During the deck pour, finishing, and tining operations the Class AA concrete shall be kept continuously moist with the use of a mister until burlap or curing blankets are applied to the surface. At no point should water be pooling or running off the surface or the surface of the concrete be allowed to become dry. After the burlap or curing blankets are installed, cure in accordance with the specifications. Include all costs in the unit price bid for Class AA concrete. Failure to properly cure the concrete in accordance with this note and the specifications may result in weakened or cracked concrete. If the concrete is weakened or cracked due to improper curing, the contractor will be responsible for providing alternates to fix the issues to the Engineer for review and the contractor will be solely responsible for all costs to do so, up to complete replacement. Do not begin any construction on fixing any issues without approval of the Engineer.
- **B.** Apply Ordinary Surface Finish. New concrete should receive Ordinary Surface Finish in accordance with Section 601.03.18 of the Standard Specifications. Payment will be incidental to Concrete Sealing. Finish surface of bridge decks in accordance with Section 609 of the Standard Specifications.

C. Areas to Receive Concrete Sealing:

- a. Every exposed surface above a point 6" below ground or fill line of abutments, wing walls, end bent and pier caps, pedestals, back walls, columns, and exposed footings.
- b. All exposed surfaces of concrete deck, barrier walls, parapets, curbs, and plinths.
- c. Prestressed Concrete I-Girders, Concrete Beams, and Spread Prestressed Concrete Box Beams: The underneath surfaces of slab overhangs outside of exterior concrete girders and to the exterior side and bottom of exterior concrete girders and beams.

- d. Adjacent Prestressed Concrete Composite Box Beams: Full length of the exterior face of all exterior beams from the top of the box beam to 1'-0" underneath the beams.
- e. Prestressed Non-Composite Box Beams: All faces of all beams, excluding surfaces to be covered with a waterproofing membrane. Take care to ensure that the grout pockets are not sealed.
- f. If the contract documents include the Special Note for Concrete Coating, do not apply concrete sealer to the areas where Concrete Coating is specified.
- **D. Cleaning.** Dry clean the concrete to remove all loose debris. Remove all visible hydrocarbons from the surface with detergent approved by the manufacturer of the sealant. Pressure wash all surfaces to be sealed at 2000 to 3000 psi. Install pressure gauges at each wand to verify pressure. Use 30° fan tip or as recommended by the manufacturer of the sealant. Hold pressure washing wand a minimum of 45° from the deck with a maximum stand-off distance of 12 inches.
- E. Sealing the Concrete. Allow new concrete to cure a minimum 28 days prior to application of sealer. Monitor weather conditions prior to sealer application. Refer to manufacturer's recommendations for proper ambient conditions. Do not apply sealer if precipitation is anticipated within the time stated by the manufacturer. Allow the deck to dry 24 hours (after washing or rain event) before sealer application. The deck can be reopened to traffic while drying. Sealer must be applied within 48 hours of washing or the deck must be rewashed. Divide the deck into predefined areas of specific square footage to aid in determining usage. Comply with manufacturer's usage recommendation. Using a low pressure pump, apply sealer and spread evenly with broom or squeegee; do not allow pooling to remain. When each predefined area is complete, measure the amount of sealer used to verify proper usage. After sealing, follow manufacturer's recommended cure time before opening to traffic. On vertical surfaces, apply the sealer in a flooding application from the bottom up, so the material runs down 6 to 8 inches below the spray pattern.
- **F. Inspection:** Monitor all aspects of the project to assure compliance to this specification. Observe and document general conditions during the entirety of the project. Verify that each phase of work has been satisfactorily completed prior to beginning the next phase. Phases are described as follows:
 - 1. Dry cleaning to remove loose debris, verify and document:
 - a. All debris has been removed and disposed of properly.
 - 2. Removal of hydrocarbons, verify and document:
 - a. The manufacturer's recommended detergent is used for removal.
 - b. Hydrocarbons have been satisfactorily removed.
 - 3. Pressure washing, verify and document:
 - a. Washing pressure at the wand.
 - b. Tip size used.
 - c. Wash angle and stand-off distance.

- d. The deck is satisfactorily cleaned.
- 4. Sealer application, verify and document:
 - a. Proper cure time for new concrete.
 - b. Deck surface is dry.
 - 1. Document time since washed.
 - 2. Was deck opened to traffic after washing?
 - c. Ambient conditions.
 - 1. Document ambient temperature, surface temperature, relative humidity, and dew point.
 - d. Application and distribution method.
 - e. Coverage to be complete and even.
 - f. Material is not allowed to remain pooled.
 - g. Monitor material usage.
 - h. No traffic until proper cure time is allowed.

IV. MEASUREMENT

A. Concrete Sealing. The Department will measure the quantity per square feet of each area sealed.

V. PAYMENT

A. **Concrete Sealing.** Payment at the contract unit price per square feet is full compensation for the following: (1) Furnish all labor, materials, tools, and equipment; (2) Cleaning; (3) Sealing and all other portions of concrete required to be sealed; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND PENALTIES

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.

STRUCTURE NO. OF CALENDAR DAYS COMPLETION DATE

060C001N 50 October 1, 2023

The Contractor must coordinate with KYTC District 12 to ensure the utility relocation is complete.

All work for installation and removal of the By-pass Diversion will be excluded from the 50 allotted calendar days.

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SPECIAL NOTE FOR BRIDGE PLANS

See Project Related Information for Bridge Plans. Bridge Drawing Number 28541 with Roadway Plans SPECIAL NOTES
DISTRICT NO. 12
LETCHER COUNTY
BRIDGE REPLACEMENT
CID 23-7004 ~ 121GR23M030
BRIDGE NUMBER 067C009
FEMA D23A/4663-DR

FD51 067 1339 C009 00.02

CR 1339 (Blair Branch Road) over Blair Branch

Geographic Coordinates

Latitude 37° 10' 11.00'' (37.1697) Longitude –82° 54' 33.00'' (-82.9091)

Description:

Single Steel Span (Existing) 28'-6" PPC Box Beam Span (Proposed)

SPECIAL NOTES FOR BRIDGE REPLACEMENT BRIDGE NUMBER 067C009

SPECIAL NOTE FOR SEDIMENT PREVENTION AND EROSION CONTROL

SPECIAL NOTE FOR TRAFFIC CONTROL ON GRIDGE REPAIR CONTRACTS

SPECIAL NOTE FOR TREE CLEARING RESTRICTION

SPECIAL NOTE FOR ENVIRONMENTAL COMMITMENTS

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FOR IMPACT REGARDLESS OF SIZE OF THE DISTRUBED AREA

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Should the Contractor fail to create a BMP Plan or provide and maintain the necessary erosion control, Liquidated Damages will apply at the rate specified in the contract. If no rate is specified, Liquidated Damages will be applied at the rate specified in Section 108 of the Standard Specifications.

The erosion prevention and sediment controls proposed are presented below.

- The location of the individual erosion prevention/sediment control measures will be identified by the Resident Engineer and Contractor. The Contractor will place erosion control devices as identified in the site-specific BMP Plan prior to beginning work.
- Mulch will be placed, during grade and drain activities, across all areas where no work will be conducted for a period of 14 consecutive days.
- Tree clearing within the riparian zone will be minimized. Trees to be removed will be determined by the resident engineer and the contractor prior to disturbance. (Note: Any "Special Note for Tree Clearing Restrictions" must be adhered to.)
- Silt fence, or other approved method as appropriate, will be installed at the edge of waters within the project corridors to eliminate the deposition of rock and debris in the streams during construction activities. In the unforeseen event that unintended debris does enter the streams, the resident engineer will halt the contributing activity until appropriate remedial actions have been implemented.
- To the maximum extent plausible, construction activities will take place during low-flow periods.
- Equipment staging and cleaning areas will be located to eliminate direct inputs to waters of the Commonwealth. These areas will be located such that effluent will be filtered through vegetated areas and appropriate sediment controls prior to discharge offsite.

- Concrete will be poured in a manner to avoid spills into the streams. In the unforeseen event that a spill does occur, the USFWS will be notified, and the resident engineer will immediately halt the activity until remedial measures have been implemented.
- KYTC proposes to stabilize areas disturbed during construction activities through vegetation establishment and placement of riprap and geotextile fabric. Re-vegetation of the disturbed areas will allow thermoregulation of water within the streams, establish long-term, regenerative stabilization of the stream banks, and provide nutrients to the aquatic macroinvertebrate community through inputs of organic material.
- Areas disturbed during construction and not stabilized with rip rap and erosion blanket will be seeded using a standard seed mix. Depending on project slope and project location, application rates and seed mix types will vary. The Contractor shall perform all final seeding and protection, in accordance with the plans and Section 212 of KYTC Standard Specifications.
- Contrary to Section 213.03.03, paragraph 2, the Engineer shall conduct inspections as needed to verify compliance with Section 221 of KYTC Standard Specifications The Engineer's inspections shall be performed a minimum of once per month and within seven (7) days after a storm of ½ inch or greater. Copies of the Engineer's inspections shall not be provided to the Contractor unless improvements to the BMPs are required. The Contractor shall initiate corrective action within 24 hours of any reported deficiency and complete the work within five (5) days. The Engineer shall use Form TC 63-61 A for this report. Inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance. If corrections are not made within the five (5) days specified, the liquidated damages will apply at the rate specified in the Liquidated Damages note in the contract.
- Contrary to Sections 212.05 and 213.05, unless listed in the proposal, bid items for temporary BMPs and items for permanent erosion control will not be measured for payment and will be replaced with one lump sum item for the services. Payment will be pro-rated based on the Project Schedule as submitted by the Contractor and as agreed to by the Engineer.
- The Contractor shall be responsible for applying "good engineering practices." The Contractor may use any temporary BMPs and permanent BMPs that fall within the guidance of the current Standard Specifications, KYTC's Best Management Practices manual, and with the approval of the KYTC Engineer.

FOR IMPACT GREATER THAN 1.0 ACRE

When the total disturbed area for a project, including laydown and waste/borrow areas, is greater than 1.0 acre, the Contractor shall be responsible for filing the Kentucky Pollution discharge Elimination System (KPDES) KYR10 permit Notice of Intent (NOI) with the Kentucky Division of Water (DOW). The Contractor will be responsible for following the KPDES requirements of local Municipal Separate Storm Sewer System (MS4) programs with jurisdiction. Required NOI shall name the Contractor as the Facility Operator and include the KYTC Contract ID Number (CID) for reference. For grouped contracts with more than one structure, each structure will be treated independently in regards to disturbed area unless another structure is within 0.25 mile of

the structure. For structures within 0.25 mile of each other, the total disturbed area will be the sum of the combined disturbed areas. The Contractor shall be responsible for filing the KPDES permit Notice of Termination (NOT) with the Kentucky DOW and any local MS4 Program that has jurisdiction. The NOT shall be filed after the Engineer agrees the project is stabilized or the project has been formally accepted.

The Contractor shall perform all temporary erosion/sediment control functions including: providing a Best Management Practice (BMP) Plan, conducting required inspections, modifying the BMP Plan documents as construction progresses, and documenting the installation and maintenance of BMPs in conformance with the KPDES KYR10 permit effective on August 1, 2009, or a permit re-issued to replace that KYR10 permit. This work shall be conducted in conformance with the requirements of Section 213 of the KYTC current Department of Highways, Standard Specifications for Road and Bridge Construction (Standard Specifications).

The Contractor shall be responsible for the examination of the soils to be encountered and make his own independent determination of the temporary BMPs that will be required to accomplish effective erosion prevention and sediment control. The Contractor shall provide the Engineer copies of all documents required by the KPDES permit at the time they are prepared.

If there are any questions regarding this note, please contact Danny Peake, Director, Division of Environmental Analysis, 200 Mero Street, Frankfort, KY 40601, Phone (502) 564-7250.

SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS

I. TRAFFIC CONTROL GENERAL

Except as provided herein, traffic shall be maintained in accordance with the current standard specifications, section 112. The contractor will be responsible for developing and implementing the maintenance of traffic details with guidance through standard drawings and the MUTCD current editions. The developed traffic control plan must be approved by the Engineer prior to implementation. The contractor is expected to provide at a minimum the items listed in this note, however this note does not relieve the contractor of other items that may be necessary to comply with current standards. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic".

Contrary to section 106.01, traffic control devices used on this project may be new or used in new condition, at the beginning of the work and maintained in like new condition until completion of the work.

The contractor must notify the engineer and public information officer at least 14 calendar days prior to the beginning work. Please see the Special Note for Liquidated Damages for additional information.

II. 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 bi-directional lane closure or road closure is in place. The personnel shall have access on the project to a radio or telephone to be used in case of emergencies or accidents. The traffic coordinator shall report all incidents throughout the work zone to the engineer on the project. The contractor shall furnish the name and telephone number where the traffic coordinator can be contacted at all times.

III. SIGNS

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

The contractor shall provide all detour signing needed for the bridge closure, if allowed in the contract documents. All signing required will be incidental to the lump sum bid item "Maintain and Control Traffic".

The department will not measure installation, maintenance, or removal for payment of any detour signage or standard construction signage, and will consider these incidental to "Maintain and Control Traffic"

Closure signs, detour signs, and bi-directional lane closure signs should be placed no sooner than two weeks prior to the closing of the bridge (when applicable) or placing lane closures. Wayfinding detour signs should be placed a maximum of 2 miles apart unless specified by the engineer. Signs shall be covered or removed within 24 hours of opening the bridge to traffic.

Road closed signs (when applicable) should be double signed and placed a minimum of 1500', 1000', and 500' in advance of the closure, in addition to signage required by the MUTCD and standard drawings.

IV. TEMPORARY PAVEMENT STRIPING

For projects where road closures are allowed in the contract documents, it is not anticipated that temporary pavement striping will be needed since the bridge will be closed. However, if the contractor's means and methods allows for need for temporary striping, conflicting pavement marking will be covered with 6" black removable tape. However, for bi-directional lane closures or if the plans call for a diversion, temporary striping will be required per the plans and MUTCD. Contrary to the standard specifications, no direct payment will be made for any temporary striping, pavement striping removal, or any other temporary striping item. If temporary striping is used, 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. Liquidated damages shall be assessed to the contractor at a rate of \$500 per day for failing to replace temporary striping within this time limit.

V. PROJECT PHASING & CONSTRUCTION PROCEDURES

Project phasing shall be as directed by the plans, special notes, and the approved Traffic Control Plan prepared by the contractor. Maintain traffic over the bridge as long as possible. Once work on the structure begins that impacts traffic, ensure work progresses to minimize the effected time to the public. All materials that must be made specific for the project should be ordered and made prior to closure of the bridge or implementation of bi-directional lane closures so that delivery does not delay progress of the work, unless approved by the Engineer. If the bridge is reopened prior to safety devices being in place, an approved protective barrier wall shall be placed in accordance to the standard drawings. Contrary to standard specifications, no direct payment would be made for the barrier wall and will be considered incidental to "Maintain and Control Traffic".

For projects which require an on-site diversion to be constructed to maintain traffic, the traffic control plan and project schedule prepared by the contractor shall include provisions such that traffic is not switched to the diversion until all materials that must be made specific for the project are ordered and made so that use of the diversion is minimized, unless approved by the Engineer.

VI. PAVEMENT DROP-OFF

Less than two inches - no protection required. Warning signs should be placed in advance and throughout the drop-off area.

Two to four inches - plastic drums, vertical panels or barricades every 100 feet on tangent sections for speeds of 50 mph or greater. Cones may be used in place of plastic drums, panels and barricades during daylight hours. For tangent sections with speeds less than 50 mph and curves devices should be placed every 50 feet. Spacing of devices on tapered sections should be in accordance with the manual on uniform traffic control devices, current edition.

Greater than four inches - positive separation or wedge with 3:1 or flatter slope needed. If there is five feet or more distance between the edge of the pavement and the drop-off, then drums, panel, or barricades may be used. If the drop-off is greater than 12 inches, positive separation is strongly encouraged. If concrete barriers are used, special reflective devices or steady burn lights should be used for overnight installations.

For temporary conditions, drop-offs greater than four inches may be protected with plastic drums, vertical panels or barricades for short distances during daylight hours while work is being done in the drop-off area.

VII. VARIABLE MESSAGE SIGNS AND TEMPORARY TRAFFIC SIGNALS

At the direction of the Engineer, the contractor is expected to provide up to four (4) message boards for use at locations determined by the Engineer. These message boards are expected to be in place one week prior to the closure of the roadway and remain in place for the duration of the closure. The message boards will be paid for as per the standard specifications.

For projects that involve the use of lane closures, all lane closures shall be bi-directional. The contractor shall provide temporary traffic signals and all labor, materials, and incidentals needed to maintain bi-directional traffic for the project. For short term bi-directional lane closures, the use of flaggers in lieu of temporary traffic signals may be acceptable if approved by the Engineer.

VIII. BARRICADES

For projects which allow full closure, ensure a minimum of (4) type III barricades are used at each end of the bridge for a total of (8) type III barricades. Contrary to the standard specifications, no direct payment will be made for barricades but they will be included in the lump sum price for "Maintain and Control Traffic".

VIII. DETOUR AND ON SITE DIVERSIONS

For projects which allow a full closure of the bridge, or if necessary to detour trucks, the traffic control plan proposed by the contractor shall include a signed detour route for the road closure. The traffic control plan along with the proposed detour plan will be delivered to the engineer 7

days prior to the pre-construction meeting. The proposed detour route shall meet the following requirements:

- 1) Detour routes must remain at minimum on the same classification of roadway (i.e. AA, AAA, state, county, etc.) Unless written approval is obtained through the owner of the facility.
- 2) The contractor must coordinate with other projects along the detour route in order to avoid ongoing construction projects along those routes.
- 3) It may be determined that two detour routes would be needed if the first selected route cannot accommodate truck traffic. If this occurs, the contractor is expected to sign both detours per the standard drawings and MUTCD. Additional clarification signage between the detours may be needed at points where they diverge.
- 4) For projects that involve the use of bi-directional lane closures and the temporary lane width per the plans or as proposed by the contractor is less than 10 feet, the contractor shall be required to provide a signed detour for oversized vehicles.

The traffic control plan must be submitted and approved to allow for coordination of the public information officer with the closure notification. The public must be notified of the proposed detour route when they are notified of the closure, 2 weeks before closure. All time and expenses necessary for the development of the detour plan(s) will be incidental to the lump sum bid item "Maintain and Control Traffic".

For projects with an on-site diversion included in the construction, the preparation of traffic control plans for a detour and implementation of a detour will not be required, unless specified in the plans.

IX. PAYMENT

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

- 1. Portable Changeable Message Boards Each
- 2. Maintain and Control Traffic Lump Sum

All other items needed to maintain traffic in accordance with these contract documents and the approved traffic control plan shall be considered incidental to Maintain and Control Traffic. These items include but are not limited to traffic signals, signs, barrier wall, crash cushions, temporary guardrail, temporary and permanent pavement striping, cones, barrels, flaggers, etc.

SPECIAL NOTE

Seasonal Tree Clearing Restriction

DUE TO THE RECOVEREY PLAN FOR ENDANGERED BATS, NO TREE CLEARING IS PERMITTED FROM JUNE 1 THROUGH JULY 31.

If there are any questions regarding this note, please contact Danny Peake, Director, Division of Environmental Analysis, 200 Mero Street, Frankfort, KY 40601, Phone (502) 564-7250.

SPECIAL NOTE

For Additional Environmental Commitments

IN ADDITION TO OTHER ENVIRONMENTAL COMMITMENTS LISTED IN THIS CONTRACT, THE FOLLOWING COMMITMENTS ALSO APPLY, AS THIS IS A FEDERALLY FUNDED UNDERTAKING AS DEFINED IN SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT, 36 CFR 800.16(Z):

1) The KYTC has completed a Phase 1 archaeological survey for a site-specific area surrounding the bridge. The cleared area is shown as "Archaeologically Cleared Area" or "Environmentally Cleared Area" on the concept plans and/or the map attached to this note or included elsewhere in the proposal. Likewise, any areas that must be avoided have been labeled "Do Not Disturb." The contractor shall install snow fencing to clearly delineate the boundary of the project lying within the bounds of the archeologically cleared area and right of way/easements. This snow fence shall be paid for per linear foot measured. If the Contractor requests additional area, and as a result additional delineation is required, the additional snow fence will not be paid and will be considered incidental to the original line item for snow fence.

If the Contractor deems it necessary to use additional areas outside the Archaeologically/ Environmentally Cleared Area for <u>any</u> purposes—e.g., laydown yards, vehicle parking, parking cranes, delivering beams, borrow areas, waste areas, etc.—the Contractor must first get a written agreement with the landowner (assuming the additional area is outside the right-ofway). Then the Contractor shall seek approval of the use of the site—whether within or outside the right-of-way—by the KYTC Section Supervisor. The Contractor shall provide a map of the area(s) to be used, including access points, and property-owner agreements. The BKY Environmental Team

will complete initial field investigations for archaeological, historical, ecological, and other environmental clearances. If any potentially significant site or resources are found, the KYTC has the right to deny the use of the proposed site. The maps and property owner agreements are to be submitted at least ten (10) business days prior to the Preconstruction Conference, or sixty (60) days prior to the Contractors access to the site, for coordination and review by the KYTC District.

A <u>Liquidated Damage of \$50,000</u> will be assessed whenever the Contractor has used any restricted areas. The fee will be assessed on a *per bridge* basis, whether the contract involves bridge bundles or a single bridge. In addition, all fines, fees, penalties, remediation costs, and other damages related to breaches of Threatened and Endangered Species Act Section 7, National Historic Preservation Act Section 106, Clean Water Act Sections 401 and 404, Kentucky General Permit for Stormwater Discharges KYR10, Environmental Protection Agency requirements, State Historic Preservation Office requirements, and other related permitting agencies will be paid by the Contractor, including all associated costs and burdens placed upon the Kentucky Transportation Cabinet.

2) In the event that human remains are encountered during project activities, all work should be immediately stopped in the area. The area should be cordoned off, and, in accordance with KRS

72.020, the county coroner and local law enforcement must be contacted immediately. Upon confirmation that the human remains are not of forensic interest, the unanticipated discovery must be reported to Nicolas Laracuente at the Kentucky Heritage Council at (502) 892-3614, George Crothers at the Office of State Archaeology at (859) 257-1944, and KYTC DEA archaeologists at (502) 564-7250.

For guidance regarding inadvertent discovery and treatment of human remains, refer to the KYTC's <u>Right of Way Guidance Manual</u> (Section ROW-1202), and the Advisory Council on Historic Preservation's (ACHP) <u>Policy Statement Regarding Treatment of Human Remains and Grave</u> Goods (adopted by ACHP February 23, 2007).

3) If, during the implementation of The Project, a previously unidentified historic/ archaeological property is discovered or a previously identified historic/archaeological property is affected in an unanticipated manner, the contractor shall (1) call KYTC DEA archaeologists at (502) 564-7250, (2) call SHPO archaeologists at (502) 892-3614, and (3) ensure that all work within a reasonable area of the discovery shall cease until such time as a treatment plan can be developed and implemented.

SPECIAL NOTE FOR CONCRETE SEALING

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

I. **DESCRIPTION.** Perform all work in accordance with the Department's 2019 Standard Specifications, and applicable Supplemental Specifications, the attached sketches, and these Notes. Section references are to the Standard Specifications.

This work consists of: (1) Furnish all labor, materials, tools, and equipment; (2) Clean the areas of the bridge to be sealed; (3) Seal concrete surfaces; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

II. MATERIALS.

A. Sealer. Use one of the following:

Product	Supplier
Protectosil BHN	Evonik Industries
Protectosil 300S	Evonik Industries
TK-590-40 Tri-Silane 40%	TK Products
CW 244 400	Chemical Products
SW-244-100	Industries, Inc.
TK-590-1 MS Tri-Silane	TK Products
MasterProtect H1000	BASF
Aquanil Plus 40	ChemMasters
SIL-ACT ATS-100	Advanced Chemical
31L-ACT ATS-100	Technologies
Certivex Penseal BTS 100%	Vexcon
Pentreat 244-40	W.R. Meadows
Aquanil Plus 40A	ChemMasters

B. Coverage Rate: Follow all manufacturers recommendations for coverage rates except the application rate must not exceed the square footage coverage rate per gallon of sealer as given in the chart below. If the manufacturer recommends a coverage rate greater than given in the table below, apply sealer at the rate given in the table below for the chosen sealers silane percentage.

% Silane	Coverage rate (ft²/gallon)		
100	300		
40	120		
20	60		

III. CONSTRUCTION.

- A. Curing Compound. Contrary to Section 609.03.12 of the specifications, curing compound is not to be used on this deck due to potentially causing issues with the concrete sealer. During the deck pour, finishing, and tining operations the Class AA concrete shall be kept continuously moist with the use of a mister until burlap or curing blankets are applied to the surface. At no point should water be pooling or running off the surface or the surface of the concrete be allowed to become dry. After the burlap or curing blankets are installed, cure in accordance with the specifications. Include all costs in the unit price bid for Class AA concrete. Failure to properly cure the concrete in accordance with this note and the specifications may result in weakened or cracked concrete. If the concrete is weakened or cracked due to improper curing, the contractor will be responsible for providing alternates to fix the issues to the Engineer for review and the contractor will be solely responsible for all costs to do so, up to complete replacement. Do not begin any construction on fixing any issues without approval of the Engineer.
- **B.** Apply Ordinary Surface Finish. New concrete should receive Ordinary Surface Finish in accordance with Section 601.03.18 of the Standard Specifications. Payment will be incidental to Concrete Sealing. Finish surface of bridge decks in accordance with Section 609 of the Standard Specifications.

C. Areas to Receive Concrete Sealing:

- a. Every exposed surface above a point 6" below ground or fill line of abutments, wing walls, end bent and pier caps, pedestals, back walls, columns, and exposed footings.
- b. All exposed surfaces of concrete deck, barrier walls, parapets, curbs, and plinths.
- c. Prestressed Concrete I-Girders, Concrete Beams, and Spread Prestressed Concrete Box Beams: The underneath surfaces of slab overhangs outside of exterior concrete girders and to the exterior side and bottom of exterior concrete girders and beams.

- d. Adjacent Prestressed Concrete Composite Box Beams: Full length of the exterior face of all exterior beams from the top of the box beam to 1'-0" underneath the beams.
- e. Prestressed Non-Composite Box Beams: All faces of all beams, excluding surfaces to be covered with a waterproofing membrane. Take care to ensure that the grout pockets are not sealed.
- f. If the contract documents include the Special Note for Concrete Coating, do not apply concrete sealer to the areas where Concrete Coating is specified.
- **D. Cleaning.** Dry clean the concrete to remove all loose debris. Remove all visible hydrocarbons from the surface with detergent approved by the manufacturer of the sealant. Pressure wash all surfaces to be sealed at 2000 to 3000 psi. Install pressure gauges at each wand to verify pressure. Use 30° fan tip or as recommended by the manufacturer of the sealant. Hold pressure washing wand a minimum of 45° from the deck with a maximum stand-off distance of 12 inches.
- E. Sealing the Concrete. Allow new concrete to cure a minimum 28 days prior to application of sealer. Monitor weather conditions prior to sealer application. Refer to manufacturer's recommendations for proper ambient conditions. Do not apply sealer if precipitation is anticipated within the time stated by the manufacturer. Allow the deck to dry 24 hours (after washing or rain event) before sealer application. The deck can be reopened to traffic while drying. Sealer must be applied within 48 hours of washing or the deck must be rewashed. Divide the deck into predefined areas of specific square footage to aid in determining usage. Comply with manufacturer's usage recommendation. Using a low pressure pump, apply sealer and spread evenly with broom or squeegee; do not allow pooling to remain. When each predefined area is complete, measure the amount of sealer used to verify proper usage. After sealing, follow manufacturer's recommended cure time before opening to traffic. On vertical surfaces, apply the sealer in a flooding application from the bottom up, so the material runs down 6 to 8 inches below the spray pattern.
- **F. Inspection:** Monitor all aspects of the project to assure compliance to this specification. Observe and document general conditions during the entirety of the project. Verify that each phase of work has been satisfactorily completed prior to beginning the next phase. Phases are described as follows:
 - 1. Dry cleaning to remove loose debris, verify and document:
 - a. All debris has been removed and disposed of properly.
 - 2. Removal of hydrocarbons, verify and document:
 - a. The manufacturer's recommended detergent is used for removal.
 - b. Hydrocarbons have been satisfactorily removed.
 - 3. Pressure washing, verify and document:
 - a. Washing pressure at the wand.
 - b. Tip size used.
 - c. Wash angle and stand-off distance.

- d. The deck is satisfactorily cleaned.
- 4. Sealer application, verify and document:
 - a. Proper cure time for new concrete.
 - b. Deck surface is dry.
 - 1. Document time since washed.
 - 2. Was deck opened to traffic after washing?
 - c. Ambient conditions.
 - 1. Document ambient temperature, surface temperature, relative humidity, and dew point.
 - d. Application and distribution method.
 - e. Coverage to be complete and even.
 - f. Material is not allowed to remain pooled.
 - g. Monitor material usage.
 - h. No traffic until proper cure time is allowed.

IV. MEASUREMENT

A. Concrete Sealing. The Department will measure the quantity per square feet of each area sealed.

V. PAYMENT

A. **Concrete Sealing.** Payment at the contract unit price per square feet is full compensation for the following: (1) Furnish all labor, materials, tools, and equipment; (2) Cleaning; (3) Sealing and all other portions of concrete required to be sealed; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND PENALTIES

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.

STRUCTURE	NO. OF CALENDAR DAYS	COMPLETION DATE
067C009	50	October 1, 2023

The Contractor must coordinate with KYTC District 12 to ensure the utility relocation is complete.

All work for installation and removal of the By-pass Diversion will be excluded from the 50 allotted calendar days.

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 BRIDGE PLANS

See Project Related Information for Bridge Plans. Bridge Drawing Number 28597 with Roadway Plans.



Andy Beshear Governor Jim Gray Secretary

Asbestos Inspection Report

To: Tom Mathews

District: Central Office

Date: September 19, 2022

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

Project and Structure Identification

Project Number: Knott 12-0243

Structure ID: 060C00022N

Structure Location: Hollybush Road over Hollybush Creek

Sample Description: There were no suspect materials present on this structure.

Inspection Date: September 19, 2022

Results and Recommendations

There were no suspect materials observed during this inspection; No samples collected.

*** 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.





Andy Beshear Governor Jim Gray Secretary

Asbestos Inspection Report

To: Tom Mathews

District: Central Office

Date: September 16, 2022

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

Project and Structure Identification

Project Number: Knott 12-0262

Structure ID: 060C001

Structure Location: Dove Cross Lane (CR 1538) over Carr Fork

Sample Description: There were no suspect materials present on this structure.

Inspection Date: September 15th, 2022

Results and Recommendations

There were no suspect materials observed during this inspection; No samples collected.

*** 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.





Andy Beshear Governor Jim Gray Secretary

Asbestos Inspection Report

To: Tom Mathews

District: Central Office

Date: September 16, 2022

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

Project and Structure Identification

Project Number: Letcher County

Structure ID: 067C009

Structure Location: Blair Branch (CR-1339) over Thornton Creek

Sample Description: There were no suspect materials present on this structure.

Inspection Date: September 15th, 2022

Results and Recommendations

There were no suspect materials observed during this inspection; No samples collected.

*** 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.





KENTUCKY TRANSPORTATION CABINET Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

RIGHT OF WAY CERTIFICATION

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TC 62-226	
Rev. 01/2016	

Contract ID: 237004

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X Original	Re	e-Certificatio	n	RIGHT OF WAY CERTIFICATION			
ITEM# COUNTY		PROJE	CT # (STATE) PROJECT # (FEDER				
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PROJECT DESCI	RIPTION						
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				The right of way w	as acquired in accord	dance to FHWA regulations	
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relocation assista				·	·	- ,	
Condition	# 1 (Add i	itional Right	of Way Required and	Cleared)			
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The acquisition o	r right of o	ccupancy and	use of a few remaining	parcels are not com	plete and/or some	parcels still have occupants. All	
remaining occup	ants have l	had replaceme	nt housing made availa	ble to them in acco	rdance with 49 CFR 2	24.204. KYTC is hereby	
requesting author	orization to	advertise this	project for bids and to	proceed with bid le	tting even though th	e necessary right of way will not	
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Printed Name	Jim V	• 1		Printed Name		Joe Tackett	
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Contract ID: 237004 Page 66 of 99



KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES

TC 62-226 Rev. 01/2016 Page 1 of 1

RIGHT OF WAY CERTIFICATION

TEM# COUNTY PROJECT # (STATE) PROJECT # (FEDERAL)	\boxtimes	Original		Re-Cer	rtificatio	n	RIGHT C	F WAY CERTIFICA	TION
PROJECT DESCRIPTION Emergency Bridge Replacement: 060C001; Dove Cross Lane (CR 1538) No Additional Right of Way Required Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project. Condition #1 (Additional Right of Way Required and Cleared) All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and XYTC has physical possession and the rights to remove, salvage, or demolish all improvement and enter on all land, but Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that XYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA direction. The August of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the curr most parcels. Just Compensation has been paid or deposited with the curr most parcels. Just Compensation has been paid or deposited with fix or most parcels. Just Compensation has been paid or deposited with fix or most parcels. Just all represents the project of the paid of the project with the project of the paid of the project with the current paid of the project with the project of the p		ITEM #	#	12381		COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)
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Notes/ Comments (Text is limited. Use additional sheet if necessary.) LPA RW Project Manager Right of Way Supervisor Printed Name Joe Tackett Signature Signature Signature Date 1/4/2023 Right of Way Director FHWA Printed Name Signature Signature Signature Signature Printed Name Printed Name Signature Signature Signature Signature Signature									
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KENTUCKY TRANSPORTATION CABINET

Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

TC 62-226 Rev. 01/2016 Page 1 of 1

Contract ID: 237004

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RIGHT OF WAY CERTIFICATION

	Original		Re-C	ertification	n	RIGHT O	F WAY CERTIFICA	TION	
	ITEM	#		S VIVE COM	COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)	
12-03030TH Letcher							FEMA No. 4663-DR		
PRO.	JECT DESCI	RIPTIC	N						
Eme	rgency Brid	lge Re	placem	nent: 0670	COO9 BLAIR BR (CR-13	339)			
	No Additi	onal F	Right of	Way Req	uired		COLUMN AND A STATE OF		
Cons	truction will	be wi	thin the	limits of th	e existing right of way.	The right of way w	as acquired in acco	rdance to FHWA regulations	
								d. No additional right of way or	
reloc	relocation assistance were required for this project.								
	Condition	#1(/	Additio	nal Right o	of Way Required and	Cleared)			
All ne	ecessary righ	t of w	ay, inclu	ding contr	ol of access rights when	n applicable, have b	een acquired includ	ing legal and physical	
								ere may be some improvements	
					-			as physical possession and the	
_			-		-			een paid or deposited with the	
								available to displaced persons	
adeq					nce with the provision		VA directive.		
			SECURIOR STATE OF THE PARTY OF		of Way Required wit				
	(-							or the proper execution of the	
								sion has not been obtained, but	
_					•	1.51		has physical possession and right	
		-						the court for most parcels. Just	
Comp			CANADA DE LA CASA		be paid or deposited w		o AWARD of constr	uction contract	
Th.	775	-			of Way Required wit			The state of the s	
ı		505						parcels still have occupants. All 24.204. KYTC is hereby	
ı					177.0			he necessary right of way will not	
	_							e paid or deposited with the	
								R 635.309(c)(3) and 49 CFR	
					all acquisitions, relocat				
					rce account construction			, and production	
	Number of Parc			0	EXCEPTION (S) Parcel #		PATED DATE OF POSSES	SION WITH EXPLANATION	
Numb	er of Parcels Th	at Hav	e Been Ac						
Signed	Deed			0					
Conde	mnation			0					
Signed				0					
Notes	/ Comments	(<u>Text</u> i	s limited	. Use additio	onal sheet if necessary.)				
	LPA RW Project Manager Right of Way Supervisor						Supervisor		
Printed Name Joe Tackett					Joe Tackett				
Sig	Signature Signature Ook Tackett				re Tackett				
	Date		1-1	7-20	23	Date		1/4/2023	
		Rig	ht of W	ay Directo	or /		FHW	Α	
Print	ed Name					Printed Name No Signature Required		Required	
Sig	nature					Signature	as per FHWA-KYTC Current Stewardship Agreement		
	Date					Date		CONTRACTOR CONTRACTOR CONTRACTOR	

Knott County

FEMA # 4663-DR
Holly Bush Rd. (CR 1108) over Holly Bush Creek; NBI 060C00022N
ITEM NUMBER: 12-0243.OTH

PROJECT NOTES ON UTILITIES

For all projects under 2000 Linear feet which require a normal excavation locate request pursuant to KRS 367.4901-4917, the awarded contractor shall field mark the proposed excavation or construction boundaries of the project (also called white lining) using the procedure set forth in KRS 367.4909(9)(k). For all projects over 2000 linear feet, which are defined as a "Large Project" in KRS 367.4903(18), the awarded contractor shall initially mark the first 2000 linear feet minimally of proposed excavation or construction boundaries of the project to be worked using the procedure set forth in KRS 367.4909(9)(k). This temporary field locating of the project excavation boundary shall take place prior to submitting an excavation location request to the underground utility protection Kentucky Contact Center. For large projects, the awarded contractor shall work with the impacted utilities to determine when additional white lining of the remainder of the project site will take place. This provision shall not alter or relieve the awarded contractor from complying with requirements of KRS 367.4905 to 367.4917 in their entirety.

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs. The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

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. The contractor is instructed to contact KY 811 for the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the

Knott County

FEMA # 4663-DR
Holly Bush Rd. (CR 1108) over Holly Bush Creek; NBI 060C00022N
ITEM NUMBER: 12-0243.OTH

contractor to contact the County Court Clerk to determine what utility companies have facilities in the area. Non-compliance with these directives can result in the enforcement of penalties.

Utility coordination efforts determined that no significant utility relocation work is required to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the Kentucky Transportation Cabinet. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.

NOTE: DO NOT DISTURB THE FOLLOWING FACILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS

TV SERVICES, INC. - CATV

Thacker-Grigsby Telephone Company, Inc. - Telephone

American Electric Power - Electric

The Contractor is fully responsible for protection of all utilities listed above

THE FOLLOWING FACILITY OWNERS ARE RELOCATING/ADJUSTING THEIR FACILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

Knott County Water & Sewer District - Water – Have 8 inch waterline to be relocated prior to road construction.

THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE OWNER OR THEIR SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

Knott County

FEMA # 4663-DR
Holly Bush Rd. (CR 1108) over Holly Bush Creek; NBI 060C00022N
ITEM NUMBER: 12-0243.OTH

THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD CONTRACTOR AS INCLUDED IN THIS CONTRACT

Not Applicable

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☑ No Rail Involvement ☐ Rail Involved ☐ Rail Adjacent

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
American Electric Power - Electric	32222 Kevin lane Ashland KY 41701	Ron Canfield	6069291462	rlcanfield@aep.com
Knott County Water & Sewer District - Water	7777 Big Branch Road Vicco KY 41773	Jared Salmons	6066423582	jaredsalmons@kcwsd.com
Thacker-Grigsby Telephone Company, Inc Telephone	PO Box 789 Hindman KY 41822	Freddie Williams	6067859500	f.williams@tgtel.com
TV SERVICES, INC CATV	60 Communications Lane Hindman KY 41822	Freddie Williams	6067859500	f.williams@tgel.com

The Contractor will not be allowed to begin work until they have verified with District 12 Utilities that the relocation has been complete. Contact Dave Skeens david.skeens@ky.gov – 606-434-8886.

Knott County FD51 121 15746 01U

D23A/4663-DR

Dove Cross Lane (CR 1538) Over Carr Fork; Non Inventory 060C001

ITEM NUMBER: 12-0262.OTH

PROJECT NOTES ON UTILITIES

For all projects under 2000 Linear feet which require a normal excavation locate request pursuant to KRS 367.4901-4917, the awarded contractor shall field mark the proposed excavation or construction boundaries of the project (also called white lining) using the procedure set forth in KRS 367.4909(9)(k). For all projects over 2000 linear feet, which are defined as a "Large Project" in KRS 367.4903(18), the awarded contractor shall initially mark the first 2000 linear feet minimally of proposed excavation or construction boundaries of the project to be worked using the procedure set forth in KRS 367.4909(9)(k). This temporary field locating of the project excavation boundary shall take place prior to submitting an excavation location request to the underground utility protection Kentucky Contact Center. For large projects, the awarded contractor shall work with the impacted utilities to determine when additional white lining of the remainder of the project site will take place. This provision shall not alter or relieve the awarded contractor from complying with requirements of KRS 367.4905 to 367.4917 in their entirety.

Please Note: The information presented in this Utility Note is informational in nature and the information contained herein is not guaranteed.

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs. The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

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Knott County FD51 121 15746 01U

D23A/4663-DR

Dove Cross Lane (CR 1538) Over Carr Fork; Non Inventory 060C001

ITEM NUMBER: 12-0262.OTH

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Utility coordination efforts determined that no significant utility relocation work is required to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the Kentucky Transportation Cabinet. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.

NOTE: DO NOT DISTURB THE FOLLOWING FACILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS

Knott County Water & Sewer District

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The Contractor is fully responsible for protection of all utilities listed above

THE FOLLOWING FACILITY OWNERS ARE RELOCATING/ADJUSTING THEIR FACILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

Knott County Water & Sewer (Water) will be relocating their existing waterline and will be complete with the relocation by March 31, 2023.

LETCHER - KNOTT COUNTIES 121GR23M030 (FD51)

Contract ID: 237004 Page 73 of 99

UTILITIES AND RAIL CERTIFICATION NOTE

Knott County FD51 121 15746 01U

D23A/4663-DR

Dove Cross Lane (CR 1538) Over Carr Fork; Non Inventory 060C001

ITEM NUMBER: 12-0262.OTH

THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE OWNER OR THEIR SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

Not Applicable

THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD CONTRACTOR AS INCLUDED IN THIS CONTRACT

Not Applicable

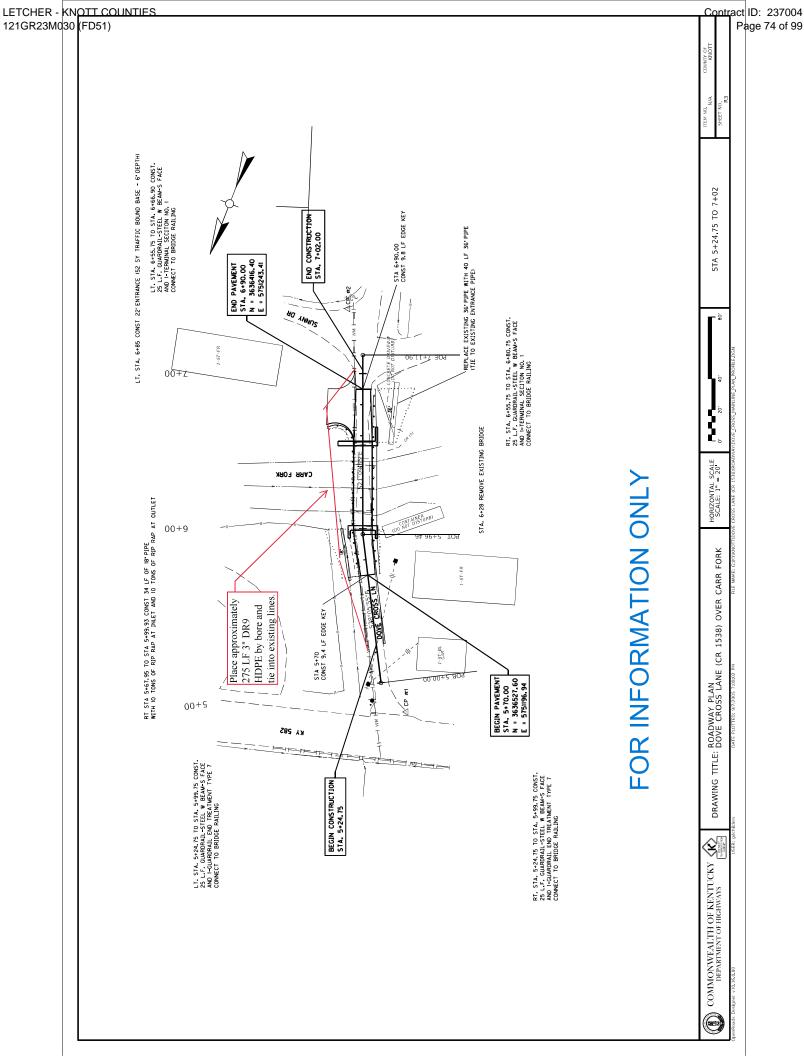
RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☑ No Rail Involvement ☐ Rail Involved ☐ Rail Adjacent

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
Knott County Water & Sewer	7777 Big Branch Road	Jared	606-642-	jaredsalmons@kcwsd.com
District - Water	Vicco KY 41773	Salmons	3582	

The Contractor will not be allowed to begin work until they have verified with District 12 Utilities that the relocation has been complete. Contact Dave Skeens david.skeens@ky.gov - 606-434-8886.



UTILITIES AND RAIL CERTIFICATION NOTE

Letcher County D23A/4663-DR FD51 121 1574601U

Blair BR (CR 1339) Over Blair Branch; non Inventory 067C009
ITEM NUMBER: 12-0303.OTH

PROJECT NOTES ON UTILITIES

For all projects under 2000 Linear feet which require a normal excavation locate request pursuant to KRS 367.4901-4917, the awarded contractor shall field mark the proposed excavation or construction boundaries of the project (also called white lining) using the procedure set forth in KRS 367.4909(9)(k). For all projects over 2000 linear feet, which are defined as a "Large Project" in KRS 367.4903(18), the awarded contractor shall initially mark the first 2000 linear feet minimally of proposed excavation or construction boundaries of the project to be worked using the procedure set forth in KRS 367.4909(9)(k). This temporary field locating of the project excavation boundary shall take place prior to submitting an excavation location request to the underground utility protection Kentucky Contact Center. For large projects, the awarded contractor shall work with the impacted utilities to determine when additional white lining of the remainder of the project site will take place. This provision shall not alter or relieve the awarded contractor from complying with requirements of KRS 367.4905 to 367.4917 in their entirety.

Please Note: The information presented in this Utility Note is informational in nature and the information contained herein is not guaranteed.

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UTILITIES AND RAIL CERTIFICATION NOTE

Letcher County D23A/4663-DR FD51 121 1574601U

Blair BR (CR 1339) Over Blair Branch; non Inventory 067C009
ITEM NUMBER: 12-0303.OTH

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Utility coordination efforts determined that no significant utility relocation work is required to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the Kentucky Transportation Cabinet. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.

NOTE: DO NOT DISTURB THE FOLLOWING FACILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS

Letcher County Water and Sewer District - Water

The Contractor is fully responsible for protection of all utilities listed above

THE FOLLOWING FACILITY OWNERS ARE RELOCATING/ADJUSTING THEIR FACILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

Letcher County Water will be relocating their lines and will be complete with their relocations by March 31, 2023.

LETCHER - KNOTT COUNTIES 121GR23M030 (FD51)

Contract ID: 237004 Page 77 of 99

UTILITIES AND RAIL CERTIFICATION NOTE

Letcher County D23A/4663-DR FD51 121 1574601U

Blair BR (CR 1339) Over Blair Branch; non Inventory 067C009
ITEM NUMBER: 12-0303.OTH

THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE OWNER OR THEIR SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

Not Applicable

THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD CONTRACTOR AS INCLUDED IN THIS CONTRACT

Not Applicable

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☑ No Rail Involvement ☐ Rail Involved ☐ Rail Adjacent

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
LETCHER CO. WATER	WHITESBURG, KY	MARK LEWIS	606-634-0986	marklws1@gmail.com

The Contractor will not be allowed to begin work until they have verified with District 12 Utilities that the relocation has been complete. Contact Dave Skeens david.skeens@ky.gov - 606-434-8886.

Contract ID: 237004 Page 78 of 99

MATERIAL SUMMARY

CONTRACT ID: 237004	121GR23M030 (FD51)	MB06011082301
JUNINACI ID. 23/004	12 1GR25W050 (FD51)	WID00011002301

HOLLYBUSH ROAD (CR 1108) BRIDGE 060C00022N OVER HOLLYBUSH CREEK AT MP 00.52 BRIDGE REPLACEMENT.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0170	00001	DGA BASE	348.00	TON
0175	00020	TRAFFIC BOUND BASE	50.00	TON
0180	00078	CRUSHED AGGREGATE SIZE NO 2	97.00	TON
0185	00212	CL2 ASPH BASE 1.00D PG64-22	247.00	TON
0190	00301	CL2 ASPH SURF 0.38D PG64-22	29.00	TON
0195	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	.60	TON
0200	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	5.00	EACH
0205	02014	BARRICADE-TYPE III	2.00	EACH
0210	02159	TEMP DITCH	144.00	LF
0215	02160	CLEAN TEMP DITCH	72.00	LF
0220	02200	ROADWAY EXCAVATION	161.00	CUYI
0225	02242	WATER	100.00	MGA
0230	02360	GUARDRAIL TERMINAL SECTION NO 1	2.00	EACH
0235	02371	GUARDRAIL END TREATMENT TYPE 7	2.00	EACH
0240	02484	CHANNEL LINING CLASS III	630.00	TON
0245	02545	CLEARING AND GRUBBING - (C060022N)	1.00	LS
0250	02562	TEMPORARY SIGNS	300.00	SQF
0255	02565	OBJECT MARKER TYPE 2	4.00	EAC
0260	02585	EDGE KEY	27.00	LF
0265	02603	FABRIC-GEOTEXTILE CLASS 2	225.00	SQYI
0270	02650	MAINTAIN & CONTROL TRAFFIC - (C060022N)	1.00	LS
0275	02651	DIVERSIONS (BY-PASS DETOURS) - (C060022N)	1.00	LS
0280	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACI
0285	02701	TEMP SILT FENCE	576.00	LF
0290	02703	SILT TRAP TYPE A	1.00	EACI
0295	02704	SILT TRAP TYPE B	1.00	EACI
0300	02706	CLEAN SILT TRAP TYPE A	1.00	EACI
0305	02707	CLEAN SILT TRAP TYPE B	1.00	EACI
0310	02726	STAKING - (C060022N)	1.00	LS
0315		REMOVE STRUCTURE - (C060022N)	1.00	LS
0320	03171	CONCRETE BARRIER WALL TYPE 9T	60.00	LF
0325	04933	TEMP SIGNAL 2 PHASE	2.00	EACI
0330	05950	EROSION CONTROL BLANKET	2,100.00	SQYI
0335	05952	TEMP MULCH	1,400.00	SQYI
0340	05953	TEMP SEEDING AND PROTECTION	1,050.00	SQYI
0345	05963	INITIAL FERTILIZER	.30	TON
0350	05964	MAINTENANCE FERTILIZER	.20	TON
0355	05985	SEEDING AND PROTECTION	2,100.00	
0360		AGRICULTURAL LIMESTONE	1.00	TON
0365	06510	PAVE STRIPING-TEMP PAINT-4 IN	612.00	LF
0370	06514	PAVE STRIPING-PERM PAINT-4 IN	576.00	LF
0375		PAVEMENT MARKER TY IVA-BW TEMP	20.00	
0380		CRASH CUSHION TY VI CLASS BT TL2		EACI

MATERIAL SUMMARY

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0385	20430ED	SAW CUT	27.00	LF
0390	21802EN	G/R STEEL W BEAM-S FACE (7 FT POST)	250.00	LF
0395	23265ES717	PAVE MARK TY 1 TAPE STOP BAR-24 IN	24.00	LF
0400	02231	STRUCTURE GRANULAR BACKFILL	186.40	CUYD
0405	03299	ARMORED EDGE FOR CONCRETE	28.00	LF
0410	08003	FOUNDATION PREPARATION - (C060022N)	1.00	LS
0415	08033	TEST PILES	38.00	LF
0420	08039	PRE-DRILLING FOR PILES	50.00	LF
0425	08046	PILES-STEEL HP12X53	152.00	LF
0430	08100	CONCRETE-CLASS A	76.70	CUYD
0435	08104	CONCRETE-CLASS AA	30.70	CUYD
0440	08150	STEEL REINFORCEMENT	6,172.00	LB
0445	08151	STEEL REINFORCEMENT-EPOXY COATED	5,212.00	LB
0450	08160	STRUCTURAL STEEL - (C060022N)	1.00	LS
0455	23378EC	CONCRETE SEALING	2,022.00	SQFT
0460	23539EC	BRIDGE RAIL	70.00	LF
0465	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 237004	121GR23M030 (FD51)	MB06015382301

DOVE CROSS LANE (CR 1538) BRIDGE 060C001 OVER CARR FORK AT MP 00.03 BRIDGE REPLACEMENT.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0470	00001	DGA BASE	17.00	TON
0475	00103	ASPHALT SEAL COAT	1.00	TON
0480	00212	CL2 ASPH BASE 1.00D PG64-22	16.27	TON
0485	00301	CL2 ASPH SURF 0.38D PG64-22	2.50	TON
0490	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	1.00	TON
0495	02014	BARRICADE-TYPE III	2.00	EACH
0500	02200	ROADWAY EXCAVATION	20.00	CUYD
0505	02242	WATER	10.00	MGAL
0510	02545	CLEARING AND GRUBBING - (C060001)	1.00	LS
0515	02585	EDGE KEY	19.00	LF
0520	02650	MAINTAIN & CONTROL TRAFFIC - (C060001)	1.00	LS
0525	02726	STAKING - (C060001)	1.00	LS
0530	02731	REMOVE STRUCTURE - EXISTING BRIDGE (C060001)	1.00	LS
0535	02731	REMOVE STRUCTURE - EXISTING DIVERSION - (C060001)	1.00	LS
0540	05992	AGRICULTURAL LIMESTONE	1.00	TON
0545	21415ND	EROSION CONTROL - (C060001)	1.00	LS
0550	22581EN	ENTRANCE PIPE-36 IN - (ADDED 1-23-2023)	40.00	LF
0555	03299	ARMORED EDGE FOR CONCRETE	24.00	LF
0560	08003	FOUNDATION PREPARATION - (C060001)	1.00	LS
0565	08019	CYCLOPEAN STONE RIP RAP	95.00	TON
0570	08033	TEST PILES	50.00	LF
0575	08039	PRE-DRILLING FOR PILES	90.80	LF
0580	08051	PILES-STEEL HP14X89	99.80	LF
0585	08100	CONCRETE-CLASS A	56.80	CUYD
0590	08104	CONCRETE-CLASS AA	13.30	CUYD
0595	08151	STEEL REINFORCEMENT-EPOXY COATED	6,147.00	LB
0600	08663	PRECAST PC BOX BEAM CB21-48	168.00	LF
0605	23378EC	CONCRETE SEALING	1,826.00	SQFT
0610	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 237004	121GR23M030 (FD51)	MB06713392301

BLAIR BRANCH ROAD (CR 1339) BRIDGE 067C009 OVER BLAIR BRANCH AT MP 00.02 BRIDGE REPLACEMENT.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	00001	DGA BASE	40.00	TON
0010	00100	ASPHALT SEAL AGGREGATE	3.80	TON
0015	00103	ASPHALT SEAL COAT	1.00	TON
0020	00212	CL2 ASPH BASE 1.00D PG64-22	29.00	TON
0025	00301	CL2 ASPH SURF 0.38D PG64-22	6.00	TON
0030	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	1.00	TON
0035	02014	BARRICADE-TYPE III	2.00	EACH
0040	02200	ROADWAY EXCAVATION	41.00	CUYD
0045	02223	GRANULAR EMBANKMENT	20.00	CUYD
0050	02242	WATER	20.00	MGAL
0055	02545	CLEARING AND GRUBBING - 0.1 ACRE (067C009)	1.00	LS
0060	02585	EDGE KEY	21.00	LF
0065	02650	MAINTAIN & CONTROL TRAFFIC - (067C009)	1.00	LS
0070	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0075	02726	STAKING - (067C009)	1.00	LS
0800	02731	REMOVE STRUCTURE - (067C009)	1.00	LS
0085	21415ND	EROSION CONTROL - (067C009)	1.00	LS
0090	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	4.00	EACH
0095	02360	GUARDRAIL TERMINAL SECTION NO 1	4.00	EACH
0100	02565	OBJECT MARKER TYPE 2	4.00	EACH
0105	03299	ARMORED EDGE FOR CONCRETE	24.00	LF
0110	08003	FOUNDATION PREPARATION - (067C009)	1.00	LS
0115	08019	CYCLOPEAN STONE RIP RAP	137.00	TON
0120	08033	TEST PILES	54.00	LF
0125	08039	PRE-DRILLING FOR PILES	91.50	LF
0130	08046	PILES-STEEL HP12X53	81.00	LF
0135	08100	CONCRETE-CLASS A	38.00	CUYD
0140	08104	CONCRETE-CLASS AA	6.00	CUYD
0145	08151	STEEL REINFORCEMENT-EPOXY COATED	3,795.00	LB
0150	08661	PRECAST PC BOX BEAM CB12-48	90.00	LF
0155	23378EC	CONCRETE SEALING	864.00	SQFT
0160	23539EC	BRIDGE RAIL	60.00	LF
0165	02569	DEMOBILIZATION	1.00	LS

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

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

 $\underline{http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx}$

SPECIAL PROVISION FOR EMBANKMENT AT BRIDGE END BENT STRUCTURES

This Special Provision will apply when indicated on the plans or in the proposal. Section references herein are to the Department's Standard Specifications for Road and Bridge Construction, Current Edition.

1.0 DESCRIPTION. Construct a soil, granular, or rock embankment with soil, granular or cohesive pile core and place structure granular backfill, as the Plans require. Construct the embankment according to the requirements of this Special Provision, the Plans, Standard Drawing RGX 100 and 105, and the Standard Specifications, Current Edition.

2.0 MATERIALS.

- **2.1 Granular Embankment.** Conform to Subsection 805.10. When Granular Embankment materials are erodible or unstable according to Subsection 805.03.04, use the Special Construction Methods found in 3.2 of the Special Provision.
- **2.2 Rock Embankment.** Provide durable rock from roadway excavation that consists principally of Unweathered Limestone, Durable Shale (SDI equal to or greater than 95 according to KM 64-513), or Durable Sandstone.
- **2.3 Pile Core.** Provide a pile core in the area of the embankments where deep foundations are to be installed unless otherwise specified. The Pile Core is the zone indicated on Standard Drawings RGX 100 and 105 designated as Pile Core. Material control of the pile core area during embankment construction is always required. Proper Pile Core construction is required for installation of foundation elements such as drilled or driven piles or drilled shafts. The type of material used to construct the pile core is as directed in the plans or below. Typically, the pile core area will be constructed from the same material used to construct the surrounding embankment. Pile Core can be classified as one of three types:
- A) Pile Core Conform to Section 206 of the Standard Specifications. Provide pile core material consisting of the same material as the adjacent embankment except the material in the pile core area shall be free of boulders or particle sizes larger than 4 inches in any dimension or any other obstructions that may hinder pile driving operations. If the pile core material hinders pile driving operations, take the appropriate means necessary to reach the required pile tip elevation, at no expense to the Department.
- **B) Granular Pile Core.** Granular pile core is required only when specified in the plans. Select a gradation of durable rock to facilitate pile driving that conforms to Subsection 805.11. If granular pile core material hinders pile driving operations, take appropriate means necessary to reach the required pile tip elevation, at no expense to the Department.
- C) Cohesive Pile Core. Cohesive Pile Core is required only when specified in the plans. Conform to Section 206 of the Standard Specifications and use soil with at least 50 percent passing a No. 4 sieve having a minimum Plasticity Index (PI) of 10. In addition, keep the cohesive pile core free of boulders, larger than 4 inches in any dimension, or any other obstructions, which would interfere with drilling operations. If cohesive pile core material interferes with drilling operations, take appropriate means necessary to maintain

- 2.4 Structure Granular Backfill. Conform to Subsection 805.11
- **2.5 Geotextile Fabric.** Conform to Type I or Type IV in Section 214 and 843.

3.0 CONSTRUCTION.

3.1 General. Construct roadway embankments at end bents according to Section 206 and in accordance with the Special Provision, the Plans, and Standard Drawings for the full embankment section. In some instances, granular or rock embankment will be required for embankment construction for stability purposes, but this special provision does not prevent the use of soil when appropriate. Refer to the plans for specific details regarding material requirements for embankment construction.

Place and compact the pile core and structure granular backfill according to the applicable density requirements for the project. If the embankment and pile core are dissimilar materials (i.e., a granular pile core is used with a soil embankment or a cohesive pile core is used with a granular embankment), a Geotextile Fabric, Type IV, will be required between the pile core and embankment in accordance with Sections 214 and 843 of the Standard Specifications.

When granular or rock embankment is required for embankment construction, conform to the general requirements of Subsection 206.03.02 B. In addition, place the material in no greater than 2-foot loose lifts and compact with a vibrating smooth wheel roller capable of producing a minimum centrifugal force of 15 tons. Apply these requirements to the full width of the embankment for a distance of half the embankment height or 50 feet, whichever is greater, as shown on Standard Drawing RGX-105.

When using granular pile core, install 8-inch perforated underdrain pipe at or near the elevation of the original ground in the approximate locations depicted on the standard drawing, and as the Engineer directs, to ensure positive drainage of the embankment. Wrap the perforated pipe with a fabric of a type recommended by the pipe manufacturer.

After constructing the embankment, excavate for the end bent cap, drive piling, install shafts or other foundation elements, place the mortar bed, construct the end bent, and complete the embankment to finish grade according to the construction sequence shown on the Plans or Standard Drawings and as specified hereinafter.

Certain projects may require widening of existing embankments and the removal of substructures. Construct embankment according to the plans. Substructure removal shall be completed according to the plans and Section 203. Excavation may be required at the existing embankment in order to place the structure granular backfill as shown in the Standard Drawings.

After piles are driven or shafts installed (see design drawings), slope the bottom of the excavation towards the ends of the trench as noted on the plans for drainage. Using a separate pour, place concrete mortar, or any class concrete, to provide a base for forming and placing the cap. Place side forms for the end bent after the mortar has set sufficiently to support workmen and forms without being disturbed.

Install 4-inch perforated pipe in accordance with the plans and Standard Drawings. In the event slope protection extends above the elevation of the perforated pipe, extend the pipe through the slope protection.

After placing the end bent cap and achieving required concrete cylinder strengths, remove adjacent forms and fill the excavation with compacted structure granular backfill material (maximum 1' loose lifts) to the level of the berm prior to placing beams for the bridge. Place Type IV geotextile fabric between embankment material and structure granular backfill. After completing the end bent backwall, or after completing the span end

wall, place the compacted structure granular backfill (maximum 1' loose lifts) to subgrade elevation. If the original excavation is enlarged, fill the entire volume with compacted structure granular backfill (maximum 1' loose lifts) at no expense to the Department. Do not place backfill before removing adjacent form work. Place structure granular backfill material in trench ditches at the ends of the excavation. Place Geotextile Fabric, Type IV over the surface of the compacted structure granular backfill prior to placing aggregate base course.

Tamp the backfill with hand tampers, pneumatic tampers, or other means approved by the Engineer. Thoroughly compact the backfill under the overhanging portions of the structure to ensure that the backfill is in intimate contact with the sides of the structure.

Do not apply seeding, sodding, or other vegetation to the exposed granular embankment.

3.2 Special Construction Methods. Erodible or unstable materials may erode even when protected by riprap or channel lining; use the special construction method described below when using these materials.

Use fine aggregates or friable sandstone granular embankment at "dry land" structures only. Do not use them at stream crossings or locations subject to flood waters.

For erodible or unstable materials having 50 percent or more passing the No. 4 sieve, protect with geotextile fabric. Extend the fabric from the original ground to the top of slope over the entire area of the embankment slopes on each side of, and in front of, the end bent. Cover the fabric with at least 12 inches of non-erodible material.

For erodible or unstable materials having less than 50 percent passing a No. 4 sieve, cover with at least 12 inches of non-erodible material.

Where erodible or unstable granular embankment will be protected by riprap or channel lining, place Type IV geotextile fabric between the embankment and the specified slope protection.

4.0 MEASUREMENT.

4.1 Granular Embankment. The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure for payment any Granular Embankment that is not called for in the plans.

The Department will not measure for payment any special construction caused by using erodible or unstable materials and will consider it incidental to the Granular Embankment regardless of whether the erodible or unstable material was specified or permitted.

- **4.2 Rock Embankment.** The Department will not measure for payment any rock embankment and will consider it incidental to roadway excavation or embankment in place, as applicable. Rock embankments will be constructed using granular embankment on projects where there is no available rock present within the excavation limits of the project.
- **4.3 Pile Core.** Pile core will be measured and paid under roadway excavation or embankment in place, as applicable. The Department will not measure the pile core for separate payment. The Department will not measure for payment the 8-inch perforated underdrain pipe and will consider it incidental to the Pile Core.
- 4.4 Structure Granular Backfill. The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure any additional material required for backfill outside the limits shown on the Plans and Standard Drawings for payment and will

consider it incidental to the work.

The Department will not measure for payment the 4-inch perforated underdrain pipe and will consider it incidental to the Structure Granular Backfill.

4.5 Geotextile Fabric. The Department will not measure the quantity of fabric used for separating dissimilar materials when constructing the embankment and pile core and will consider it incidental to embankment construction.

The Department will not measure for payment the Geotextile Fabric used to separate the Structure Granular Backfill from the embankment and aggregate base course and will consider it incidental to Structure Granular Backfill.

The Department will not measure for payment the Geotextile Fabric required for construction with erodible or unstable materials and will consider it incidental to embankment construction.

- **4.6 End Bent.** The Department will measure the quantities according to the Contract. The Department will not measure furnishing and placing the 2-inch mortar or concrete bed for payment and will consider it incidental to the end bent construction.
- **4.7 Structure Excavation.** The Department will not measure structure excavation on new embankments for payment and will consider it incidental to the Structure Granular Backfill or Concrete as applicable.
- **5.0 PAYMENT.** The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	Pay Item	Pay Unit
02223	Granular Embankment	Cubic Yards
02231	Structure Granular Backfill	Cubic Yards

The Department will consider payment as full compensation for all work required in this provision.

September 16, 2016

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.

II. NONDISCRIMINATION OF EMPLOYEES

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

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

- 1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (forty and above); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age forty (40) and over. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, except that such a notice or advertisement may indicate a preference, limitation, or specification based on religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, when religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, is a bona fide occupational qualification for employment.

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

Revised: January 25, 2017

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: May 23, 2022

Kentucky Equal Employment Opportunity Act of 1978

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

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

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

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

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

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EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

FEDERAL MINIMUM WAGE

\$7.25

PEN HUUN

BEGINNING JULY 24, 2009

OVERTIME PAY

At least $1\frac{1}{2}$ times your regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR

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

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

No more than

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

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

TIP CREDIT

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

ENFORCEMENT

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

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

ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- \bullet Some state laws provide greater employee protections; employers must comply with both.
- \bullet 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.



PART IV

INSURANCE

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

current edition

PART V

BID ITEMS

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237004

PROPOSAL BID ITEMS

Report Date 2/16/23

Section: 0001 - PAVING - 060C00022N

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP AMOUNT
0010	00001		DGA BASE	348.00	TON		\$
0020	00020		TRAFFIC BOUND BASE	50.00	TON		\$
0030	00078		CRUSHED AGGREGATE SIZE NO 2	97.00	TON		\$
0040	00212		CL2 ASPH BASE 1.00D PG64-22	247.00	TON		\$
0050	00301		CL2 ASPH SURF 0.38D PG64-22	29.00	TON		\$
0060	24970EC		ASPHALT MATERIAL FOR TACK NON- TRACKING	.60	TON		\$

Section: 0002 - PAVING - 060C001

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0070	00001		DGA BASE	17.00	TON		\$	
0800	00103		ASPHALT SEAL COAT	1.00	TON		\$	
0090	00212		CL2 ASPH BASE 1.00D PG64-22	16.27	TON		\$	
0100	00301		CL2 ASPH SURF 0.38D PG64-22	2.50	TON		\$	
0110	24970EC		ASPHALT MATERIAL FOR TACK NON- TRACKING	1.00	TON		\$	

Section: 0003 - PAVING - 067C009

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0120	00001		DGA BASE	40.00	TON		\$	
0130	00100		ASPHALT SEAL AGGREGATE	3.80	TON		\$	
0140	00103		ASPHALT SEAL COAT	1.00	TON		\$	
0150	00212		CL2 ASPH BASE 1.00D PG64-22	29.00	TON		\$	
0160	00301		CL2 ASPH SURF 0.38D PG64-22	6.00	TON		\$	
0170	24970EC		ASPHALT MATERIAL FOR TACK NON- TRACKING	1.00	TON		\$	

Section: 0004 - ROADWAY - 060C00022N

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0180	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	5.00	EACH		\$	
0190	02014	BARRICADE-TYPE III	2.00	EACH		\$	
0200	02159	TEMP DITCH	144.00	LF		\$	
0210	02160	CLEAN TEMP DITCH	72.00	LF		\$	
0220	02200	ROADWAY EXCAVATION	161.00	CUYD		\$	
0230	02242	WATER	100.00	MGAL		\$	
0240	02360	GUARDRAIL TERMINAL SECTION NO 1	2.00	EACH		\$	
0250	02371	GUARDRAIL END TREATMENT TYPE 7	2.00	EACH		\$	
0260	02484	CHANNEL LINING CLASS III	630.00	TON		\$	
0270	02545	CLEARING AND GRUBBING (C060022N)	1.00	LS		\$	
0280	02562	TEMPORARY SIGNS	300.00	SQFT		\$	

PROPOSAL BID ITEMS

Report Date 2/16/23

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0290	02565		OBJECT MARKER TYPE 2	4.00	EACH		\$	
0300	02585		EDGE KEY	27.00	LF		\$	
0310	02603		FABRIC-GEOTEXTILE CLASS 2	225.00	SQYD		\$	
0320	02650		MAINTAIN & CONTROL TRAFFIC (C060022N)	1.00	LS		\$	
0330	02651		DIVERSIONS (BY-PASS DETOURS) (C060022N)	1.00	LS		\$	
0340	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0350	02701		TEMP SILT FENCE	576.00	LF		\$	
0360	02703		SILT TRAP TYPE A	1.00	EACH		\$	
0370	02704		SILT TRAP TYPE B	1.00	EACH		\$	
0380	02706		CLEAN SILT TRAP TYPE A	1.00	EACH		\$	
0390	02707		CLEAN SILT TRAP TYPE B	1.00	EACH		\$	
0400	02726		STAKING (C060022N)	1.00	LS		\$	
0410	02731		REMOVE STRUCTURE (C060022N)	1.00	LS		\$	
0420	03171		CONCRETE BARRIER WALL TYPE 9T	60.00	LF		\$	
0430	04933		TEMP SIGNAL 2 PHASE	2.00	EACH		\$	
0440	05950		EROSION CONTROL BLANKET	2,100.00	SQYD		\$	
0450	05952		TEMP MULCH	1,400.00	SQYD		\$	
0460	05953		TEMP SEEDING AND PROTECTION	1,050.00	SQYD		\$	
0470	05963		INITIAL FERTILIZER	.30	TON		\$	
0480	05964		MAINTENANCE FERTILIZER	.20	TON		\$	
0490	05985		SEEDING AND PROTECTION	2,100.00	SQYD		\$	
0500	05992		AGRICULTURAL LIMESTONE	1.00	TON		\$	
0510	06510		PAVE STRIPING-TEMP PAINT-4 IN	612.00	LF		\$	
0520	06514		PAVE STRIPING-PERM PAINT-4 IN	576.00	LF		\$	
0530	06587		PAVEMENT MARKER TY IVA-BW TEMP	20.00	EACH		\$	
0540	08901		CRASH CUSHION TY VI CLASS BT TL2	1.00	EACH		\$	
0550	20430ED		SAW CUT	27.00	LF		\$	
0560	21802EN		G/R STEEL W BEAM-S FACE (7 FT POST)	250.00	LF		\$	
0570	23265ES717		PAVE MARK TY 1 TAPE STOP BAR-24 IN	24.00	LF		\$	

Section: 0005 - ROADWAY - 060C001

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0580	02014		BARRICADE-TYPE III	2.00	EACH		\$	
0590	02200		ROADWAY EXCAVATION	20.00	CUYD		\$	
0600	02242		WATER	10.00	MGAL		\$	
0610	02545		CLEARING AND GRUBBING (C060001)	1.00	LS		\$	
0620	02585		EDGE KEY	19.00	LF		\$	
0630	02650		MAINTAIN & CONTROL TRAFFIC (C060001)	1.00	LS		\$	
0640	02726		STAKING (C060001)	1.00	LS		\$	
0650	02731		REMOVE STRUCTURE EXISTING BRIDGE (C060001)	1.00	LS		\$	
0660	02731		REMOVE STRUCTURE EXISTING DIVERSION - (C060001)	1.00	LS		\$	

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PROPOSAL BID ITEMS

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0670	05992		AGRICULTURAL LIMESTONE	1.00	TON		\$	
0680	21415ND		EROSION CONTROL (C060001)	1.00	LS		\$	
0690	22581EN		ENTRANCE PIPE-36 IN (ADDED 1-23-2023)	40.00	LF		\$	

Section: 0006 - ROADWAY - 067C009

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0700	02014		BARRICADE-TYPE III	2.00	EACH		\$	
0710	02200		ROADWAY EXCAVATION	41.00	CUYD		\$	
0720	02223		GRANULAR EMBANKMENT	20.00	CUYD		\$	
0730	02242		WATER	20.00	MGAL		\$	
0740	02545		CLEARING AND GRUBBING 0.1 ACRE (067C009)	1.00	LS		\$	
0750	02585		EDGE KEY	21.00	LF		\$	
0760	02650		MAINTAIN & CONTROL TRAFFIC (067C009)	1.00	LS		\$	
0770	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0780	02726		STAKING (067C009)	1.00	LS		\$	
0790	02731		REMOVE STRUCTURE (067C009)	1.00	LS		\$	
0800	21415ND		EROSION CONTROL (067C009)	1.00	LS		\$	

Section: 0007 - BRIDGE - 060C00022N

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0810	02231		STRUCTURE GRANULAR BACKFILL	186.40	CUYD		\$	
0820	03299		ARMORED EDGE FOR CONCRETE	28.00	LF		\$	
0830	08003		FOUNDATION PREPARATION (C060022N)	1.00	LS		\$	
0840	08033		TEST PILES	38.00	LF		\$	
0850	08039		PRE-DRILLING FOR PILES	50.00	LF		\$	
0860	08046		PILES-STEEL HP12X53	152.00	LF		\$	
0870	08100		CONCRETE-CLASS A	76.70	CUYD		\$	
0880	08104		CONCRETE-CLASS AA	30.70	CUYD		\$	
0890	08150		STEEL REINFORCEMENT	6,172.00	LB		\$	
0900	08151		STEEL REINFORCEMENT-EPOXY COATED	5,212.00	LB		\$	
0910	08160		STRUCTURAL STEEL (C060022N)	1.00	LS		\$	
0920	23378EC		CONCRETE SEALING	2,022.00	SQFT		\$	
0930	23539EC		BRIDGE RAIL	70.00	LF		\$	

Section: 0008 - BRIDGE - 060C001

LINE	BID CODE	AIT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC		ARACHAIT
	RID CODE	ΔI	DESCRIPTION	CHIANITIY	IINII	HINH PRICE	$-\nu$	AIVIC) LINI I

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PROPOSAL BID ITEMS

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LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0940	03299	ARMORED EDGE FOR CONCRETE	24.00	LF		\$	
0950	08003	FOUNDATION PREPARATION (C060001)	1.00	LS		\$	
0960	08019	CYCLOPEAN STONE RIP RAP	95.00	TON		\$	
0970	08033	TEST PILES	50.00	LF		\$	
0980	08039	PRE-DRILLING FOR PILES	90.80	LF		\$	
0990	08051	PILES-STEEL HP14X89	99.80	LF		\$	
1000	08100	CONCRETE-CLASS A	56.80	CUYD		\$	
1010	08104	CONCRETE-CLASS AA	13.30	CUYD		\$	
1020	08151	STEEL REINFORCEMENT-EPOXY COATED	6,147.00	LB		\$	
1030	08663	PRECAST PC BOX BEAM CB21-48	168.00	LF		\$	
1040	23378EC	CONCRETE SEALING	1,826.00	SQFT		\$	

Section: 0009 - BRIDGE - 067C009

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1050	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	4.00	EACH		\$	
1060	02360		GUARDRAIL TERMINAL SECTION NO 1	4.00	EACH		\$	
1070	02565		OBJECT MARKER TYPE 2	4.00	EACH		\$	
1080	03299		ARMORED EDGE FOR CONCRETE	24.00	LF		\$	
1090	08003		FOUNDATION PREPARATION (067C009)	1.00	LS		\$	
1100	08019		CYCLOPEAN STONE RIP RAP	137.00	TON		\$	
1110	08033		TEST PILES	54.00	LF		\$	
1120	08039		PRE-DRILLING FOR PILES	91.50	LF		\$	
1130	08046		PILES-STEEL HP12X53	81.00	LF		\$	
1140	08100		CONCRETE-CLASS A	38.00	CUYD		\$	
1150	08104		CONCRETE-CLASS AA	6.00	CUYD		\$	
1160	08151		STEEL REINFORCEMENT-EPOXY COATED	3,795.00	LB		\$	
1170	08661		PRECAST PC BOX BEAM CB12-48	90.00	LF		\$	
1180	23378EC		CONCRETE SEALING	864.00	SQFT		\$	
1190	23539EC		BRIDGE RAIL	60.00	LF		\$	

Section: 0010 - DEMOBILIZATION

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC FP AMOU	JNT
1200	02569	DEMOBILIZATION	1.00	LS	\$	