

**Master Agreement for Bridge Repair Materials and Services
One Agreement Per District**

Section 1—Specifications - Service

1.00—Specifications of Commodity and/or Service Requirements

Except as provided herein, conform to all requirements of the Transportation Cabinet/Department of Highways' Current Standard Specifications for Road and Bridge Construction. Section references are to the Standard Specifications.

Submit Shop Drawings that are required by plans and specifications directly to the Division of Structural Design. If any changes in the design plans are proposed by the fabricator or supplier, submit those changes to the Department through the Contractor.

Dimensions are for a normal temperature of 60 degrees Fahrenheit. Layout dimensions are horizontal dimensions.

Bevel all exposed concrete edges $\frac{3}{4}$ ", unless otherwise noted.

Coordinate and cooperate with other vendors where required by the Department in order to complete the work.

Conform to the requirements of the Drawings, Standard Drawings and Sepias referenced in this document (or new standard drawings as they are issued as directed by the Engineer) or drawings and specifications supplied by the Engineer on a per project basis...

Vendors must be prequalified for work item **E1 – Bridges not more than 70 ft. Clear Span** through the Kentucky Transportation Cabinet's Division of Construction Procurement.

1.00.01—Federally Funded Projects

There is a potential that federal funds could be used on orders against the resulting master agreement contract. Therefore, FHWA 1273 requirements (with the exception of Davis Bacon) and Buy America requirement section 106.04 from the Current Standard Specifications for Road and Bridge Construction shall be required on this solicitation and the resulting award/contract for line items with the "FEDERAL" designation. FHWA 1273 is provided as a separate attachment.

Prevailing wage rates are no longer required for state funded projects. Prevailing wage rates still apply to federally funded projects using line items with the "FEDERAL" designation.

1.01—Structural Steel Beams

Structural Steel Beams shall conform to the requirements of the attached plan sheets.

1.02—Steel Diaphragm

Steel Diaphragms shall conform to the requirements of the attached plan sheets.

1.03—Prestressed Box Beam

Prestressed Box Beams shall conform to the requirements of the following standard drawings:

BBP-002-04 – Bearing Details
BBP-003-02 – Elastomeric Bearing Pads For Box Beams
Sepia 047 Box Beam General Notes and References
BDP-002-03 – Box Beam Bearing Details
BDP-003-03 – Box Beam Miscellaneous Details
Sepia 048 Box Beam Tension Rod Details
Sepia 049 Box Beam B12 and CB12 Details
Sepia 050 Box Beam B17 and CB17
BDP-008-04 – Box Beam B21 & CB21 Details
BDP-009-04 – Box Beam B27 & CB27 Details
BDP-010-04 – Box Beam B33 & CB33 Details

1.04—Waterproof Membrane

Waterproof membrane shall include supplying and installing one-step membrane in accordance with the Special Note for Waterproofing Membrane (attached).

1.05—Railing System

1.05.01 - Railing System Type 2

Railing System Type 2 shall include all items and installation of all items as shown on the following Standard Drawing:

BHS-007-07 – Railing System Type II Guardrail Treatment

1.05.02 - Railing System T631

Railing System T631 shall include all items as shown on the attached Drawing:

Sepia 055 Railing System Type T631 Details

1.05.03 - Railing System Side Mounted MGS

Railing System Side Mounted MGS shall include all items and installation of all items as shown on the attached drawing:

Sepia 054 Railing System Side Mounted MGS Details

1.06-Concrete

1.06.01-Class B Concrete

Class B concrete shall conform to the Standard Specifications.

1.06.02-Class A Concrete

Class A concrete shall conform to the Standard Specifications.

1.06.03-Class AA Concrete

Class AA concrete (for bridge decks) shall conform to the Standard Specifications. Mastic Tape shall meet the requirements of ASTM C-877 type I, II, or III. It shall be either EZ-Wrap Rubber by Press-Seal Gasket Corporation, Seal Wrap by Mar Mac Manufacturing Co. Inc., or Cadilloc by the UP Rubber Co. Inc. or an approved equal. Deck pans must conform to the Standard Specifications. Air vents shall be 1" diameter plastic pipe where required.

1.07-Steel Reinforcement

Dimensions shown from the face of concrete to bars are to center of bars unless otherwise shown. Spacing of bars is from center to center of bars. Clear distance to face of concrete is 2", unless otherwise noted. Use stirrup bend diameters for bars designated by suffix (s) in a Bill of Reinforcement.

DESIGN STRESSES Reinforcement ~ 60,000 psi

1.07.01-Steel Reinforcement

Steel reinforcement shall conform to the Standard Specifications.

1.07.02-Steel Reinforcement – Epoxy Coated

Epoxy coated steel reinforcement, designated by suffix (e), shall conform to the Standard Specifications.

1.08-Steel Grid Deck

1.08.01-Steel Grid Deck (Open)

Furnish and install Steel Grid Deck (Open) designed by the manufacturer for minimum HS25 Loading to the limits shown per job. Galvanize in accordance with the attached Special Note for Hot Dipped Galvanized Steel.

1.08.02-Steel Grid Deck (Filled)

Furnish and install Steel Grid Deck (Filled) designed by the manufacturer for minimum HS25 Loading to the limits shown per job. Galvanize in accordance with the attached Special Note for Hot Dipped Galvanized Steel. Concrete for filling the deck will be Class AA Concrete.

1.09-Structural Excavation – Common

Excavate common material as specified per job in accordance with the Standard Specifications. If the excavated material is not required for use by the Engineer, the material will become the property of the Contractor and must be removed from the site upon completion of the job.

1.10-Structural Excavation - Solid Rock

Excavate solid rock material as specified per job in accordance with the Standard Specifications. If the excavated material is not required for use by the Engineer, the material will become the property of the Contractor and must be removed from the site upon completion of the job.

1.11-Structural Removal –

1.11.01-Structural Removal – Concrete (reinforced or unreinforced)

Remove all concrete (reinforced or unreinforced) at the direction of the Engineer. The material will become the property of the Contractor and must be removed from the site upon completion of the job.

1.11.02-Structural Removal - Concrete Beam (Up to 34 ft span)

Remove and dispose of the beam. Any crane utilized will be capable of safely handling the required loading in accordance with the crane manufacturer's recommendations and to the satisfaction of the Engineer. If the beam is not required for use by the Engineer, it will become the property of the Contractor and must be removed from the site upon completion of the job.

1.11.03-Structural Removal - Concrete Beam (34 to 48 ft span)

Remove and dispose of the beam. Any crane utilized will be capable of safely handling the required loading in accordance with the crane manufacturer's recommendations and to the satisfaction of the Engineer. If the beam is not required for use by the Engineer, it will become the property of the Contractor and must be removed from the site upon completion of the job.

1.11.04-Structural Removal - Concrete Beam (48 to 56 ft span)

Remove and dispose of the beam. Any crane utilized will be capable of safely handling the required loading in accordance with the crane manufacturer's recommendations and to the satisfaction of the Engineer. If the beam is not required for use by the Engineer, it will become the property of the Contractor and must be removed from the site upon completion of the job.

1.11.05-Structural Removal - Concrete Beam (56 to 70 ft span)

Remove and dispose of the beam. Any crane utilized will be capable of safely handling the required loading in accordance with the crane manufacturer's recommendations and to the satisfaction of the Engineer. If the beam is not required for use by the Engineer, it will become the property of the Contractor and must be removed from the site upon completion of the job.

1.11.06- Structural Removal - Structural Steel (Beam lengths up to 32 ft)

Remove and dispose of the beam. Any crane or equipment utilized will be capable of safely handling the required loading in accordance with the crane manufacturer's recommendations and to the satisfaction of the Engineer. If the beam is not required for use by the Engineer, it will become the property of the Contractor and must be removed from the site upon completion of the job.

1.11.07- Structural Removal - Structural Steel (Beam lengths 32 to 65 ft)

Remove and dispose of the beam. Any crane or equipment utilized will be capable of safely handling the required loading in accordance with the crane manufacturer's recommendations and to the satisfaction of the Engineer. If the beam is not required for use by the Engineer, it will become the property of the Contractor and must be removed from the site upon completion of the job.

1.12- Structure Granular Backfill

Install Structure Granular Backfill in accordance with the Standard Specifications to the dimensions directed per job, in accordance with the Engineer or in accordance with the following Standard Drawings:

Sepia 009 Treatment of Embankments at end-bents

Sepia 010 Treatment of Embankments at end-bents - Details

1.13- Geotextile Fabric

Provide all labor, equipment and materials to furnish and install approved Geotextile Fabrics in accordance with the Standard Specifications per job as directed by the Engineer.

1.13.01- Geotextile Fabric - Geotextile Fabric for Slope Protection, Channel Lining, and Stabilization

1.13.02- Geotextile Fabric – Geotextile Fabric for Subsurface Drainage and Separation

1.13.03- Geotextile Fabric – High Strength Fabric – Supply High Strength Geotextile Fabric as indicated in the chart except that it shall have a minimum ultimate strength of 1350 lb/ft and a minimum strength at 2% strain of 380 lb/ft when tested by ASTM D 4595. Ensure that each roll is labeled with the Manufacturer's name, product type, lot number, roll number, manufactured date, and roll dimension. Protect the fabric and grid from direct sunlight, UV rays, and temperatures greater than 120 °F, mud, dirt, and debris during all periods of shipment and storage.

High Strength Geotextile Fabric		
Property	Minimum Value*	Test Method
Grab Strength (lbs)	500	ASTM D 4632
Elongation (%)	15	ASTM D 4632
Sewn Seam Strength** (lbs)	500	ASTM D 4632
Puncture Strength (lbs)	1250	ASTM D 6241
Trapezoidal Tear (lbs)	180	ASTM D 4533
Apparent Opening Size U.S. Std. Sieve	U.S. #30	ASTM D 4751
Permittivity (1/S)	0.15	ASTM D 4491
Ultraviolet Degradation at 150 hours	70% strength retained for all classes	ASTM D 4355

*Minimum. Use value in weaker principal direction. All numerical values represent minimum average roll value (i.e., test results from any sampled roll).

**Values apply to both field and manufactured seams.

1.14- Remove Guardrail

Provide all labor, equipment and materials to remove the guardrail as defined per job or by the Engineer. If the removed materials are not required for use by the Engineer, it will become the property of the Contractor and must be removed from the site upon completion of the job.

1.15-Piles-Steel HP 12x53

Conform to the requirements of the following standard drawings:
BPS-003-09 HP 12x53 Steel Pile

Pile Driving notes:

Practical Refusal

Drive point bearing piles to practical refusal as directed by the Engineer. Advance the production piling to depths determined by the Engineer. Immediately cease driving operations if the pile visibly yields or becomes damaged during driving. If hard driving is encountered because of dense strata or an obstruction, such as a boulder before the pile is advanced to the depth anticipated, the Engineer will determine if more blows than average driving resistance specified for practical refusal is required to further advance the pile. Drive additional production piles if directed by the Engineer. Pre-drilling for piles may need to be performed to ensure the full required length of pile can be installed.

1.15.01-Piles-Steel HP 12x53 – up to 20 feet long

Bid price per linear foot of Pile. Includes all materials, labor and equipment to install piling to specified length.

It can be assumed that single acting diesel hammers with rated energies of between 20 and 30 kip-ft are required to adequately drive the H-piles without encountering excessive blow counts or overstressing the piles. The use of hammers other than single acting diesel may require different rated energies. The Contractor shall submit the proposed pile driving system to the Department for approval prior to the installation of the first pile. Approval of the pile driving system by the Engineer will be subject to satisfactory field performance of the pile driving procedures.

1.15.01-Piles-Steel HP 12x53 – 20 to 50 feet long

Bid price per linear foot of Pile. Includes all materials, labor and equipment to install piling to specified length.

It can be assumed that single acting diesel hammers with rated energies of between 36 and 60 kip-ft are required to adequately drive the H-piles without encountering excessive blow counts or overstressing the piles. The use of hammers other than single acting diesel may require different rated energies. The Contractor shall submit the proposed pile driving system to the Department for approval prior to the installation of the first pile. Approval of the pile driving system by the Engineer will be subject to satisfactory field performance of the pile driving procedures.

1.15.01-Predrilling for Pile Installation

Where pre-drilling is necessary for pile installation, holes shall be drilled through the overburden to solid rock and into bedrock as required by the Engineer. Backfill the holes with sand or pea gravel after the pile is placed in the hole. A temporary casing might be required to prevent collapse of the hole. If used, remove the casing as the hole is being backfilled. Drive piles to refusal after backfilling operations are complete.

1.16-Pile Points – 12 in

Provide pile points in accordance with the Standard Specifications. Each installed pile point must be capable of seating a pile in a sloping rockline or boulder busting.

1.17-Concrete Patching Repair

Where concrete patching is indicated in the plans or as required by the Engineer. Use a saw to cut patch boundaries to 1 inch deep maximum. Use pneumatic hammers and chisels, not exceeding 20 lbs, for removal. Remove all unsound material while protecting sound material and existing steel reinforcement. Rout all cracks and cavities. Chip all patch boundaries to form a sound, mechanical shoulder. The patch depth at any point shall extend at least 2 inches behind existing steel reinforcement. Supplement all damaged or corroded steel reinforcement as required. Clean all steel rebars by sand blasting or other mechanical means to remove any loose debris and rust. Steel shall preferably have a bright metal finish. Blast clean all surfaces to remove dust and loose material with compressed air or wipe down with a solvent. Compressed air must be free from oil and water. Use a stiff bristled brush to apply zinc rich primer to the exposed steel. Refer to manufacturers recommendations for coverage and thickness. Allow to dry according to manufacturers recommendations. Provide cover during drying in case of possible exposure to water, dust, or other foreign materials. Apply epoxy bond coat as required by the Specifications. Form to original dimensions or dimensions required by the plans (if different from original). Place Class "M1" Concrete and cure as required by the specifications.

1.18-Concrete Sealing

Concrete sealing will be in accordance with the attached Special Note for Concrete Sealing and the Standard Specifications.

1.19-Armored Edge for Concrete

Supply and construct in accordance with Standard Drawing and the Standard Specifications.

BJE-001-13 – Neoprene Expansion Dams and Armored Edges

1.20—Temporary Ditch

Construct Temporary Ditches in accordance with Section 213.03.05(D) of the Standard Specifications.

1.21—Temporary Silt Fence

Furnish and install Temporary Silt Fence in accordance with Standard Drawing RDX-210-03 and Section 213.03.05(C) of the Standard Specifications.

1.22—Seeding and Protection

Prepare the soil, furnish, and apply permanent Seeding and Protection in accordance with Section 212.03.03 of the Standard Specifications.

1.23—Initial Fertilizer

Furnish and apply Initial Fertilizer in accordance with Section 212.03.03 of the Standard Specifications.

1.24—Agricultural Limestone

When required, furnish and apply Agricultural Limestone in accordance with Section 212.03.03 of the Standard Specifications.

1.25—Erosion Control Blanket

Prepare the soil, furnish, and install Erosion Control Blanket in accordance with Section 212.03.03 and 805.13 of the Standard Specifications.

1.26- Cyclopean Stone Rip-Rap

Prepare the site, furnish, and install Cyclopean Stone Rip-Rap in accordance with Section 703.03.1 of the Standard Specifications.

1.26- Portable Traffic Signal Rental

Provide Engineer approved temporary traffic signals in place, operational and maintained to the satisfaction of the Engineer.

1.27— Demobilization

Perform all work and operations necessary to move personnel, equipment, supplies, and incidentals to and from the project site; to establish and remove all offices, buildings, and other facilities that were necessary for performing the work; to accomplish Final Cleaning-Up as specified in Section 105.12; and to accomplish all other work or operations that must be performed, including costs that must be incurred, to begin work on the project and after acceptable completion of construction operations on the project.

1.28— Non-performance

If unable to deliver material(s) according to this IFB for a specific period of time, for reasons other than weather or temperatures, immediately notify the Chief District Engineer(s) of each district with an uncompleted order, the Division of Maintenance, and the Division of Purchases, in writing, that material(s) cannot be furnished. Specify the inclusive dates of this period. Failure to comply with this provision may result in cancellation of the Contract.

1.29—Sampling and testing

Acceptance of the materials and work will be in accordance with the Standard Specifications. Where sampling and testing are not required the Engineer may require manufacturer's and/or vendor's certification. Final acceptance of the work and materials is at the discretion of the Engineer. The Department reserves the right to perform any required testing.

Materials found not in compliance with the requirements of this Contract may be rejected, removed and replaced at the Vendor's expense, or accepted at a reduction in Contract price determined by the Engineer.

1.30—Insurance

Evidence will be furnished to the Transportation Cabinet Division of Purchases each year that public liability (General Liability) insurance is carried on the above equipment and their operators in the following amounts:

Property \$1,000,000.00

Personal \$1,000,000.00

And worker's compensation insurance in accordance with the requirements of KRS 45A.480 and KRS 342.

*****This is NOT the vendor's vehicle insurance.*****

Vendor must submit an ACORD Certificate (or equivalent) with the certificate holder listed as:

KYTC Div. of Purchases

ATTN: Laura Stephens

200 Mero St

Frankfort, KY 40622

The insurance certificate must also reference File Number **10R-229**. (If submitting and Acord Certificate this is generally located in the "Description of Operations" field.)

Any damage claims caused to the Vendor's equipment by state-owned equipment operated by Department personnel will be submitted to the state board of claims for resolution.

1.31—Warranty

Vendor must warranty completed work on each project for five (1) year and will make any necessary repairs caused by faulty workmanship or materials at no cost to the Cabinet.

1.32-General

Before You Dig: The Contractor shall be responsible for all requirements and conformance with the Underground Facility Damage Prevention Act of 1994. The Contractor will be responsible for locating any

utilities on the project. All underground utilities shall be located prior to construction. Any utilities disturbed or damaged as a result of the Contractor's operations will be repaired to the satisfaction of the utility owner at the Contractor's expense. The Contractor is advised that he can call 811 a minimum of 2 working days prior to excavation for information on the location of some but not necessarily all underground utilities.

Section 2—Terms and Conditions of the Master Agreement

2.00—Scope of the Contract

The KYTC Division of Purchases issues this Master Agreement for:

Bridge Repair Materials and Services

2.01—Contract Components and Order of Precedence

The Commonwealth's acceptance of the offer indicated by the issuance of an Award by the KYTC Division of Purchases shall create a valid Master Agreement consisting of the following:

1. The written Master Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. Any provisions of the Solicitation and all attachments thereto;
4. The Bidder's response to the Solicitation, and
5. The Kentucky Revised Statutes KRS 45A.

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Specifications; (b) other provisions of the Solicitation, whether incorporated by reference or otherwise; (c) Contract or Master Agreement Terms and Conditions; (d) FAP 110-10-00 – General Conditions and Instructions for Solicitations and Contracts.

2.02—Initial Contract Period

The Master Agreement will be effective upon award and expire in one year.

2.03—Optional Renewal Period

This Master Agreement may be extended at the completion of the initial contract period for 4 additional one-year periods. This extension must have the written approval of the vendor and the KYTC Division of Purchases. The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

2.04—Divisions/Agencies to Be Served

This contract shall be for use by the following Divisions/Agencies of the Kentucky Transportation Cabinet:

ALL STATE AGENCIES AND THEIR POLITICAL SUBDIVISIONS (County Governments, Schools, Universities, etc.)

This Contract designates specific Contractual responsibilities to Transportation Cabinet offices and personnel. If Contracts are used by political subdivisions and state agencies other than the Transportation Cabinet, such responsibilities will be assumed by the user agency. All billing and payments for materials purchased from an agreement(s) will be directly between the user agencies and Vendors.

No shipments or services are authorized until an official Delivery Order has been fully processed by an authorized agency.

2.05—Quantity Basis of Contract

This Master Agreement has no guarantee of any specific quantity, and the State is obligated only to buy that quantity of any item which is needed by its agencies.

2.06—Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to acquire large requirements through other competitive processes.

2.07—Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the Master Agreement shall be firm for the contract period subject to the following:

- A. Price Increases: A price increase will not be allowed during the first six (6) months of the contract. Only one price increase will be allowed during the contract period. The price increase must be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The KYTC Division of Purchases may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the KYTC Division of Purchases. Notice of withdrawal must be provided a minimum of forty-five (45) days prior to the effective date.

- B. Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the KYTC Division of Purchases with notice of any price decreases as soon as such decreases are available.
- C. Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required "A. Price Increases". One (1) additional price increase may be granted during the extended contract period. This price increase will not be allowed during the first six (6) months of the extended contract period and will be subject to the conditions in "A" above.

2.08—Addition or Deletion of Items or Services

The KYTC Division of Purchases reserves the right to add new and similar items, with the consent of the vendor, to the contract. If an addition is agreeable to both parties, the KYTC Division of Purchases will issue a Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

2.09—Changes and Modifications to the Contract

During the period of the contract, a modification shall not be permitted in any of its conditions and specifications, unless the contractor receives electronic or written approval from the KYTC Division of Purchases. If the contractor finds at any time that existing conditions make modification in requirements necessary, the contractor shall report the matter promptly to the KYTC Division of Purchases for consideration and decision. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

2.10—Equipment

The Vendor must be capable of providing equipment necessary to perform multiple projects simultaneously.

2.11—Basis of Shipment

All shipments shall be F.O.B. Destination to the receiving agency. The vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency. The responsibility for filing freight claims lies with the vendor.

2.12—Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Master Agreement shall be in writing.

After the Award, all programmatic communications are to be made to the Agency Contact Person listed below with a copy to the Division of Purchases.

Bart Asher
Division of Structural Design
Kentucky Transportation Cabinet

Phone: 502-564-4560
E-mail: Bart.Asher@ky.gov

With copy to:

Laura Hagan, CPPO, CPPB
Division of Purchases
Kentucky Transportation Cabinet
Phone: 502-564-4630
E-mail: Laura.Hagan@ky.gov

After the Award, all communications of a contractual or legal nature are to be made to the KYTC Division of Purchases.

2.13—Deliveries

Estimates - Vendor may be called out for an initial site visit to evaluate the site, discuss the required work with the Engineer to establish a plan for work, and to prepare an estimate of the materials and services needed to repair the site to the Engineer's specifications. The Vendor will be required to develop and submit a Project Work Plan and cost estimate to KYTC for review and approval prior to beginning work. KYTC will supply any required designs and engineering plans for the Contractor to evaluate for the estimate.

Vendor shall schedule the site visit within seven (7) calendar days following notification by the Department.

Delivery Orders – Following submittal of Project Work Plans and estimates, the Department will evaluate and determine how to proceed based on the proposal and estimated cost. Providing a Project Work Plan is not a guarantee of work, as the Department must review the proposed Project Work Plan, the budget available, and other potential treatment options before deciding the method of repair.

The minimum value of a delivery order shall be \$25,000, unless mutually agreed by the Engineer and the Vendor at the time order is placed. Multiple locations within contiguous Districts may be grouped by the Engineer on an order to meet the minimum and for the Department's benefit of price differentials, if any, based on size of order.

When specified by the Department, the vendor shall provide traffic control in accordance with the current version of the MUTCD.

Where erosion control measures are required provide in accordance with the Standard Specification.

Work may be required during night, weekend, and other off peak hours and available work shifts may be less than 8 hours.

Verbal requests for delivery will be confirmed in writing. No work shall begin until receipt of an official delivery order.

Work shall begin within 14 calendar days following receipt of an official delivery order unless otherwise agreed upon. The completion date of the project will be agreed to by both parties before the work will be ordered. The liquidated damages shall be assessed at 1% of the delivery order value per calendar day for each day service is withheld after the agreed upon completion date unless agreed to in writing by the Engineer. Once work has commenced, it must continue until completion unless agreed to in writing by the Engineer.

2.14—Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the vendor's expense.

2.15—Invoices

Invoices, if required, shall be prepared and transmitted to the agency receiving the goods or services. One copy shall be marked "original" unless otherwise specified. Each invoice shall contain at least the following information:

- a. Contract and order number;
- b. Item numbers;
- c. Description of supplies or services;
- d. Sizes;
- e. Quantities
- f. Unit prices; and
- g. Extended totals.

2.16—Payments

Upon receipt of proper invoices, the Department will pay for the materials delivered and accepted at the Vendor's unit bid price. Invoicing can be at a frequency of every two weeks or greater.

A— Structural Steel Beams

The Department will measure Structural Steel Beams per pound. Unit prices are also according to length. Payment at the Contract unit price per pound shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place Structural Steel Beams (includes the beams, fabrication, shear studs (if required), galvanizing, bearing pads, transportation and setting of the beams) per requirements.

B—Steel Diaphragm

The Department will measure Steel Diaphragms per each. Unit prices are also according to the beam depth. Unit prices are to include all steel, fabrication, galvanizing, fasteners, transportation and installation. Payment at the Contract unit price each shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place Steel Diaphragms per requirements.

C—Prestressed Box Beam

The Department will measure Prestressed Box Beams per linear foot. Unit prices shall include beams, fabrication, tension rods, leveling beams, grout, cork, bearing pads, transportation, and setting beams in place. Payment at the Contract unit price per linear foot shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place Prestressed Box Beam per requirements.

D—Waterproof Membrane

The Department will measure Waterproof membrane per square yard. Payment at the Contract unit price per yard shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place Waterproof membrane per requirements.

E- Railing System Type 2

The Department will measure Railing System Type 2 per Linear Foot. Unit prices shall include all items and installation of all items as shown on the Standard Drawing. Payment at the Contract unit price per linear foot shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place Railing System Type 2 per requirements. Pay Limits are from end post to end post on the bridge.

F- Railing System T631

The Department will measure Railing System Type T631 per Linear Foot. Unit prices shall include all items as shown on the Standard Drawing. Payment at the Contract unit price per Linear Foot shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place per requirements. Pay Limits are from end post to end post on the bridge.

G-Railing System Side Mounted MGS

The Department will measure Railing System Side Mounted MGS per Linear Foot. Unit prices shall include all items and installation of all items as shown on the Standard Drawing. Payment at the Contract unit price per Linear Foot shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place per requirements. Pay Limits are from end post to end post on the bridge.

H-Class B Concrete

The Department will measure Class B concrete per cubic yard. Unit prices for Class B concrete includes all cost to place to the dimensions specified per job. Payment at the Contract unit price per cubic yard shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place per requirements. Class B Concrete will be bid and paid through the Master Agreement as follows:

- Class B Concrete - mass concrete for excavation refill

- Class B Concrete for gravity retaining walls 0-5.0 ft exposed face
- Class B Concrete for gravity retaining walls 5.1-8.0 ft exposed face
- Class B Concrete for gravity retaining walls 8.1-12.0 ft exposed face

I-Class A Concrete

Bid price for Class A concrete is per cubic yard. Unit prices for Class A concrete includes all cost to place to the dimensions specified per job. Payment at the Contract unit price per cubic yard shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place per requirements. Class A Concrete will be bid and paid through the Master Agreement as follows:

- Class A Concrete - 0-3.0 yard pour
- Class A Concrete - 3.1-8.0 yard pour
- Class A Concrete - 8.1 or more yard pour

J-Class AA Concrete

Bid price for Class AA concrete is per cubic yard. Unit prices for Class AA concrete includes all cost to place to the dimensions specified per job. Payment at the Contract unit price per cubic yard shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place per requirements. Mastic tape, deck pans and air vents are incidental to this item where required. Class A Concrete will be bid and paid through the Master Agreement as follows:

- Class AA Concrete -for 5" or less deck
- Class AA Concrete - for 8" or more deck

K-Steel Reinforcement

Bid price for steel reinforcement is per pound. Unit prices for Steel Reinforcement includes all cost to place to the dimensions specified per job including tying in place, drilling and/or epoxy grouting where required. Payment at the Contract unit price per pound shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place per requirements.

L-Steel Reinforcement - Epoxy Coated

Bid price for epoxy coated steel reinforcement is per pound. Unit prices for Epoxy Coated Steel Reinforcement includes all cost to place to the dimensions specified per job including tying in place, drilling and/or epoxy grouting where required. Payment at the Contract unit price per pound shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place per requirements.

M-Steel Grid Deck (Open)

Bid price for Steel Grid Deck (Open) is per square foot. Unit prices for Steel Grid Deck (Open) include furnishing and installing Steel Grid Deck designed for minimum HS25 Loading to the limits shown in the plans. Payment at the Contract unit price per square foot shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place per requirements.

N-Steel Grid Deck (Filled)

Bid price for Steel Grid Deck (Filled) is per square foot. Unit prices for Steel Grid Deck (Filled) include furnishing and installing Steel Grid Deck designed for minimum HS25 Loading to the limits shown in the plans. Payment at the Contract unit price per square foot shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place per requirements. Concrete to fill the deck to the required depth will be paid as Class AA Concrete as noted in J-Class AA Concrete above.

O-Structural Excavation – Common

Bid price for Structural Excavation – Common is per cubic yard. Unit prices for Structural Excavation includes excavation and removal from the site if necessary of common material as specified per job in accordance with the specifications. Payment at the Contract unit price per cubic yard shall be full compensation for all labor, materials, equipment, and incidentals to perform Structural Excavation – Common, per requirements.

P-Structural Excavation - Solid Rock

Bid price for Structural Excavation – Solid Rock is per cubic yard. Unit prices for Structural Excavation includes excavation and removal from the site if necessary of Solid Rock material as specified per job in accordance with the specifications. Payment at the Contract unit price per cubic yard shall be full compensation for all labor, materials, equipment, and incidentals to perform Structural Excavation – Solid Rock, per requirements.

Q-Structural Removal – Concrete (reinforced or unreinforced)

Bid price for concrete removal (reinforced or unreinforced) is per cubic yard. Unit prices for Structural Removal – Concrete includes removal from the site if necessary of waste concrete material as specified per job in accordance with the specifications. Payment at the Contract unit price per cubic yard shall be full compensation for all labor, materials, equipment, and incidentals to perform Structural Removal – Concrete (reinforced or unreinforced), per requirements, and to remove and dispose of waste.

R-Structural Removal - Concrete Beam (Up to 34 ft span)

Bid price for Structural Removal - Concrete Beam (Up to 34 ft span) is per linear foot of beam. Unit prices for Structural Removal – Concrete Beam (Up to 34 ft span) includes removal and disposal of beam specified per job in accordance with the specifications. Payment at the Contract unit price per linear foot shall be full compensation for all labor, materials, equipment, and incidentals to perform Structural Removal - Concrete Beam (Up to 34 ft span), per requirements.

S- Concrete Beam (34 to 48 ft span)

Bid price for Structural Removal - Concrete Beam (34 to 48 ft span) is per linear foot of beam. Unit prices for Structural Removal – Concrete Beam (34 to 48 ft span) includes removal and disposal of beam specified per job in accordance with the specifications. Payment at the Contract unit price per linear foot

shall be full compensation for all labor, materials, equipment, and incidentals to perform Structural Removal - Concrete Beam (34 to 48 ft span), per requirements.

T-Structural Removal - Concrete Beam (48 to 56 ft span)

Bid price for Structural Removal - Concrete Beam (48 to 56 ft span) is per linear foot of beam. Unit prices for Structural Removal – Concrete Beam (48 to 56 ft span) includes removal and disposal of beam specified per job in accordance with the specifications. Payment at the Contract unit price per linear foot shall be full compensation for all labor, materials, equipment, and incidentals to perform Structural Removal - Concrete Beam (48 to 56 ft span), per requirements.

U-Structural Removal - Concrete Beam (56 to 70 ft span)

Bid price for Structural Removal - Concrete Beam (56 to 70 ft span) is per linear foot of beam. Unit prices for Structural Removal – Concrete Beam (56 to 70 ft span) includes removal and disposal of beam specified per job in accordance with the specifications. Payment at the Contract unit price per linear foot shall be full compensation for all labor, materials, equipment, and incidentals to perform Structural Removal - Concrete Beam (56 to 70 ft span), per requirements.

V-Structural Removal - Structural Steel (Beam lengths up to 32 ft)

Bid price for Structural Removal - Structural Steel (Beam lengths up to 32 ft) is per linear foot of beam. Unit prices for Structural Removal - Structural Steel (Beam lengths up to 32 ft) includes removal and disposal of beam specified per job in accordance with the specifications. Payment at the Contract unit price per linear foot shall be full compensation for all labor, materials, equipment, and incidentals to perform Structural Removal - Structural Steel (Beam lengths up to 32 ft), per requirements.

W- Structural Removal - Structural Steel (Beam lengths 32 to 65 ft)

Bid price for Structural Removal - Structural Steel (Beam lengths 32 to 65 ft) is per linear foot of beam. Unit prices for Structural Removal - Structural Steel (Beam lengths 32 to 65 ft) includes removal and disposal of beam specified per job in accordance with the specifications. Payment at the Contract unit price per linear foot shall be full compensation for all labor, materials, equipment, and incidentals to perform Structural Removal - Structural Steel (Beam lengths 32 to 65 ft), per requirements. Bid price per linear foot of beam. Includes all materials, labor and equipment to remove and dispose of the beam.

X- Structure Granular Backfill

Bid price for Structure Granular Backfill is per cubic yard. Unit prices for Structure Granular Backfill includes all cost to place to the dimensions specified per job. Payment at the Contract unit price per cubic yard shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place per requirements.

Y- Geotextile Fabric Type (Various)

Bid price for Geotextile Fabric Type (various types) is per square yard. Unit prices for Geotextile Fabric. Includes all cost to place to the dimensions specified per job. Payment at the Contract unit price per square yard shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place per requirements.

Z- Remove Guardrail

Bid price for Remove Guardrail is per linear foot. Unit prices for Remove Guardrail includes all cost to remove and dispose of the guardrail as specified per job. Payment at the Contract unit price per linear foot shall be full compensation for all labor, materials, equipment, and incidentals required for removal and disposal as directed by the Engineer.

AA- Piles-Steel HP 12x53 – (up to 20 feet long)

Bid price for Piles-Steel HP 12x53 – (up to 20 feet long) is per linear foot. Unit prices for Piles-Steel HP 12x53 – (up to 20 feet long) includes all cost to place to the dimensions specified per job. Payment at the Contract unit price per linear foot shall be full compensation for all labor, materials, equipment, and incidentals to furnish and install piling to specified length per requirements.

BB- Piles-Steel HP 12x53 – (20 to 50 feet long)

Bid price for Piles-Steel HP 12x53 – (20 to 50 feet long) is per linear foot. Unit prices for Piles-Steel HP 12x53 – (20 to 50 feet long) includes all cost to place to the dimensions specified per job. Payment at the Contract unit price per linear foot shall be full compensation for all labor, materials, equipment, and incidentals to furnish and install piling to specified length per requirements.

CC- Predrilled Piling - Common

Bid price for Predrilled Piling – Common is per linear foot. Unit prices for Predrilled Piling – Common includes the cost of all materials, labor and equipment needed to pre-drill, backfill the holes and drive the piles to practical refusal. Payment at the Contract unit price per linear foot shall be full compensation for all labor, materials, equipment, and incidentals required for Predrilled Piling - Common as directed by the Engineer.

DD- Predrilled Piling – Solid Rock

Bid price for Predrilled Piling – Solid Rock is per linear foot. Unit prices for Predrilled Piling – Solid Rock includes the cost of all materials, labor and equipment needed to pre-drill, backfill the holes and drive the piles to practical refusal. Payment at the Contract unit price per linear foot shall be full compensation for all labor, materials, equipment, and incidentals required for Predrilled Piling – Solid Rock as directed by the Engineer.

EE-Pile Points – 12 in

Bid price for Pile Points – 12 in is per each. Unit prices for Pile Points – 12 in includes all cost to place to the dimensions specified per job. Payment at the Contract unit price per each shall be full compensation for all labor, materials, equipment, and incidentals to furnish and install Pile Points – 12 in to specified length per requirements.

FF-Concrete Patching Repair

Bid price for Concrete Patching Repair is per square foot. Unit prices for Concrete Patching Repair includes all cost to place to the dimensions specified per job. Payment at the Contract unit price per square yard shall be full compensation for all labor, equipment, materials, reinforcing steel as necessary, and incidentals for surface preparation, forming, patch material, etc. to repair concrete areas by the method described herein this note to the areas as specified in the plans or as specified by the Engineer in the field Price includes all concrete removal, preparation and patching.

GG-Concrete Sealing

Bid price for Concrete Sealing is per square foot. Unit prices for Concrete Coating includes all cost to place to the dimensions specified per job. Payment at the Contract unit price per square foot shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place per requirements. Bid price includes any required preparation and installation.

HH- Armored Edge for Concrete

Bid price for Armored Edge for Concrete is per linear foot. Unit prices for Armored Edge for Concrete includes all cost to place to the dimensions specified per job. Payment at the Contract unit price per linear foot shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place per requirements.

II- Temporary Ditch

Bid price for Temporary Ditch is per linear foot. Unit prices for Temporary Ditch includes constructing to the limits as shown in the plans or as determined by the Engineer for temporary erosion control. Payment at the Contract unit price per linear foot shall be full compensation for all labor, materials, equipment, and incidentals to construct per requirements.

JJ- Temporary Silt Fence

Bid price for Temporary Silt Fence is per linear foot and measured from end post to end post. Unit prices for Temporary Silt Fence includes furnishing and installing to the limits as shown in the plans or as determined by the Engineer for temporary erosion control. Payment at the Contract unit price per linear foot shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place per requirements

KK- Seeding and Protection

Bid price for Seeding and Protection is per square yard. Unit prices for Seeding and Protection includes soil preparation, furnishing, and applying to the limits as shown in the plans or as determined by the Engineer for permanent erosion control. Payment at the Contract unit price per square yard shall be full compensation for all labor, materials, equipment, and incidentals to furnish and apply per requirements.

LL- Initial Fertilizer

Bid price for Initial Fertilizer is per ton. Unit prices for Initial Fertilizer includes furnishing and applying to the limits as shown in the plans or as determined by the Engineer for permanent erosion control. Payment at the Contract unit price per ton shall be full compensation for all labor, materials, equipment, and incidentals to furnish and apply per requirements

MM- Agricultural Limestone

Bid price for Agricultural Limestone is per ton. Unit prices for Agricultural Limestone includes furnishing and applying to the limits as shown in the plans or as determined by the Engineer for permanent erosion control. Payment at the Contract unit price per ton shall be full compensation for all labor, materials, equipment, and incidentals to furnish and apply per requirements.

NN- Erosion Control Blanket –

Bid price for Erosion Control Blanket is per square yard. Unit prices for Erosion Control Blanket includes soil preparation, furnishing, and installing to the limits as shown in the plans or as determined by the Engineer for erosion control. Payment at the Contract unit price per square yard shall be full compensation for all labor, materials, equipment, and incidentals to furnish and install per requirements

OO- Cyclopean Stone Rip-Rap

Bid price for Cyclopean Stone Rip-Rap is per ton. Unit prices for Cyclopean Stone Rip-Rap includes preparation, furnishing, and installing to the limits as shown in the plans or as determined by the Engineer. Payment at the Contract unit price per ton shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place per requirements

PP- Portable Traffic Signal Rental

Bid price for Portable Traffic Signal Rental is per week in place and operational (2 portable signal units). Unit prices for Portable Traffic Signal Rental includes all cost to place and operate as specified by the Engineer. Payment at the Contract unit price per week shall be full compensation for all labor, materials, equipment, and incidentals to furnish, place and operate per requirements.

QQ- Demobilization

For each delivery order, the Department will measure Mobilization as one lump sum. Upon completion of all other work on a delivery order and receipt of proper invoices, the Department will pay for Mobilization at the Vendor's lump sum unit bid price. Contrary to Section 110.04, the Department will not make partial payments. Payment at the lump sum price bid shall be full compensation for all materials, labor, equipment, and incidentals; to move personnel, equipment, supplies, and incidentals to and from the project site; to establish and remove all offices, buildings, and other facilities that were necessary for performing the work; and to accomplish all other work or operations that must be performed, including costs that must be incurred, to begin work on the project and after acceptable completion of construction operations on the project.

2.17—Post Contract Agreements

The Master Agreement shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract. The Commonwealth shall not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of the contract. Any such documents so obtained will be non-binding on the State and be cause for breach of contract.

2.18—Subcontracts

The vendor shall notify the Commonwealth of any planned use of subcontractors in regards to the resulting contract. If the KYTC Division of Purchases is provided evidence of the vendor making such an arrangement without submitting the proper information prior to use of the subcontractor, the contract may be cancelled immediately.

This provision will not be taken as requiring the approval of contracts of employment between the vendor and their personnel.

All payments will be made directly to the contracted vendor. It is the vendor's responsibility to make payment to the subcontract. Payments shall not be made to the subcontractor by the Commonwealth.

Subcontractors having nonpayment issues that could not be resolved with the Vendor, should report in detail these incidents to the buyer of record for this solicitation.

The Vendor shall ensure that all contractors or subcontractors comply with all applicable Federal, State, and Local laws, regulation, mandates, and terms of this solicitation and resulting contract.

Additionally, the Vendor shall not contract with any contractor or subcontractor that utilizes the services of illegal immigrants. Attached is the required affidavit regarding contractor or subcontractor employees.

The vendor is responsible for supplying the subcontractor with a copy of any applicable prevailing wage rates and the terms and conditions of the solicitation.

2.19—Service Performance

All services performed under contract shall be in accordance with the terms and conditions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Deviations of services performed will not be made without the written approval of the KYTC Division of Purchases. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. If such problems and/or disagreements cannot be resolved they should be referred to the KYTC Division of Purchases for mediation.

2.20—Assignment

The vendor shall not assign this Master Agreement in whole or in part to another vendor at any time during the initial or optional renewal terms of the contract, without the consent, guidance and approval of the Commonwealth. Any assignment hereunder entered into, subsequent to the execution of the contract with the prime vendor, must be annotated and approved by the Commonwealth. Any purported assignment without this consent shall be null and void.

2.21—Termination of Contracts

A contract may be terminated for default by the vendor, for the convenience of the Commonwealth, or for lack of appropriation in accordance with 200 KAR 5:312.

2.22— Endorsements

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky.

2.23—EEO ACT

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Contractor shall comply with all terms and conditions of the Act, if applicable.

Failure to comply with the Act may result in non-award, withdrawal of award, cessation of contract payments, etc.

Vendors/Contractors must submit the following documents in accordance with the requirements of the solicitation—EEO-1: Employer Information Report, Affidavit of Intent to Comply and Subcontractor Report or a copy of the Kentucky EEO Approval Letter issued by the Finance and Administration Cabinet, Office of EEO and Contract Compliance.

Vendors/Contractors may obtain copies of the required EEO documents from the Finance and Administration Cabinet's e-Procurement Web page under Standard Attachments and General Terms at the following address: <http://eprocurement.ky.gov/attachments.htm>.

Vendors/Contractors must advise each subcontractor/subvendor—with a subcontract of more than \$500,000—of the subcontractor's obligation to comply with the KY EEO Act. Further, Vendors/Contractors are responsible for compiling EEO documentation from their subcontractors/subvendors and submitting the documentation to the Finance and Administration Cabinet, Office of EEO and Contract Compliance. (Note: contracts below the second tier are exempt from EEO reporting.)

Failure to complete, sign and submit all required documents will delay the award process as incomplete submissions will not be processed. Further, alternate versions of the required documents will not be accepted or processed.

Pursuant to KRS 45.610 (2), the Finance and Administration Cabinet, Office of EEO and Contract Compliance reserves the right to request additional information and/or documentation and to conduct on-site monitoring reviews of project sites and/or business facilities at any point for the duration of any contract which exceeds \$500,000 to ascertain compliance with the Act and such rules, regulations and orders issued pursuant thereto.

All questions regarding EEO forms or contract compliance issues must be directed to the Finance and Administration Cabinet, Office of EEO and Contract Compliance via e-mail: Finance.ContractCompliance@ky.gov or via telephone: (502) 564-2874.

2.24—Prevailing Wage

If the federal government or any of its agencies furnishes by loans or grants any part of the funds used in constructing public works, and if the federal government or its agencies prescribe predetermined prevailing minimum wages to be paid to mechanics, workmen and laborers employed in the construction of the public works, and if KRS 337.505 to 337.550 is also applicable, those wages in each classification which are higher shall prevail.

2.25—Kentucky Sales and Use Taxes

Sales of tangible personal property or services to the State of Kentucky and its agencies are not subject to state sales or use taxes.

2.26—Extension Period

This contract may be extended at the termination of all contract renewal periods for additional time not to exceed **90 days**. This extension must be accompanied by the written approval of the vendor and the Division of Purchases

2.27—Extending Master Agreement To Other Agencies

The Division of Purchases reserves the right, with the consent of the vendor, to offer this master agreement to other state agencies or political subdivisions who may have need for the product (s).

Attachments:

Drawings

Standard Drawings

Sepias

Special Notes