



**CALL NO. 305**

**CONTRACT ID. 185010**

**MASON COUNTY**

**FED/STATE PROJECT NUMBER FD04 081 1025 C00018N**

**DESCRIPTION DIXON PIKE (CR-1025)**

**WORK TYPE BRIDGE PAINTING & CLEANING**

**PRIMARY COMPLETION DATE 1/1/2019**

**LETTING DATE: October 26,2018**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME October 26,2018. 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 - 09

**CONTRACT ID - 185010**

**FD04 081 1025 C00018N**

**COUNTY - MASON**

**PCN - DE08110251810**

**FD04 081 1025 C00018N**

DIXON PIKE (CR-1025) (MP 1.576) REPAIR BRIDGE ON DIXON PIKE(081C00018N) (MP 1.594), A DISTANCE OF 0.02 MILES.BRIDGE PAINTING & CLEANING SYP NO. 09-08916.00.

GEOGRAPHIC COORDINATES LATITUDE 38:32:40.00 LONGITUDE 83:40:13.00

**COMPLETION DATE(S):**

COMPLETED BY 01/01/2019

APPLIES TO ENTIRE CONTRACT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

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

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

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

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

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

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

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

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

### **HARDWOOD REMOVAL RESTRICTIONS**

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

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

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

### **ACCESS TO RECORDS**

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

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

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

April 30, 2018

## **SPECIAL NOTE FOR RECIPROCAL PREFERENCE**

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

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

April 30, 2018



**EXPEDITE PROJECT WORK ORDER**

The Contractor may request that the Department expedite the work order for this project to allow for maximization of time to complete the work. In order for the Department to accomplish this task, the Contractor may be required to “hand carry” all required project documentation to facilitate the process. Immediately UPON NOTIFICATION OF AWARD OF THE CONTRACT, deliver required project documentation to:

Division of Construction Procurement  
200 Mero St.  
Frankfort, KY 40602

# Commonwealth of Kentucky

## DEPARTMENT OF HIGHWAYS

### PLANS OF PROPOSED PROJECT BRIDGE REHABILITATION CONTRACT NO. BK-017

### INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE & LOCATION MAP
2	PLAN AND ELEVATION
3	TYPICAL SECTION & STEEL REPAIR
4	CLEANING & MAINTENANCE

DATE  
8 / 17 / 18  
SHEET NO.  
1 OF 4



PREPARED BY:  
**AECOM**

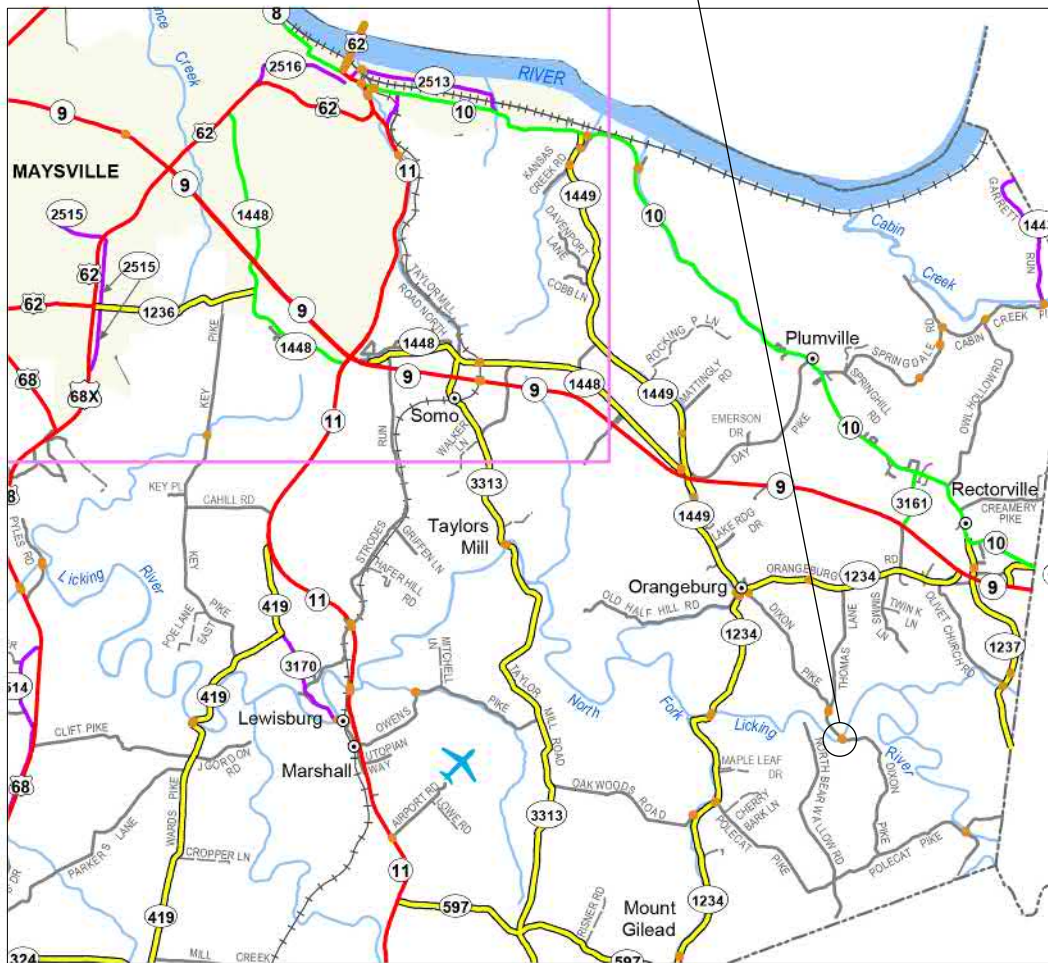
### TITLE & LOCATION MAP

SHEET TITLE:

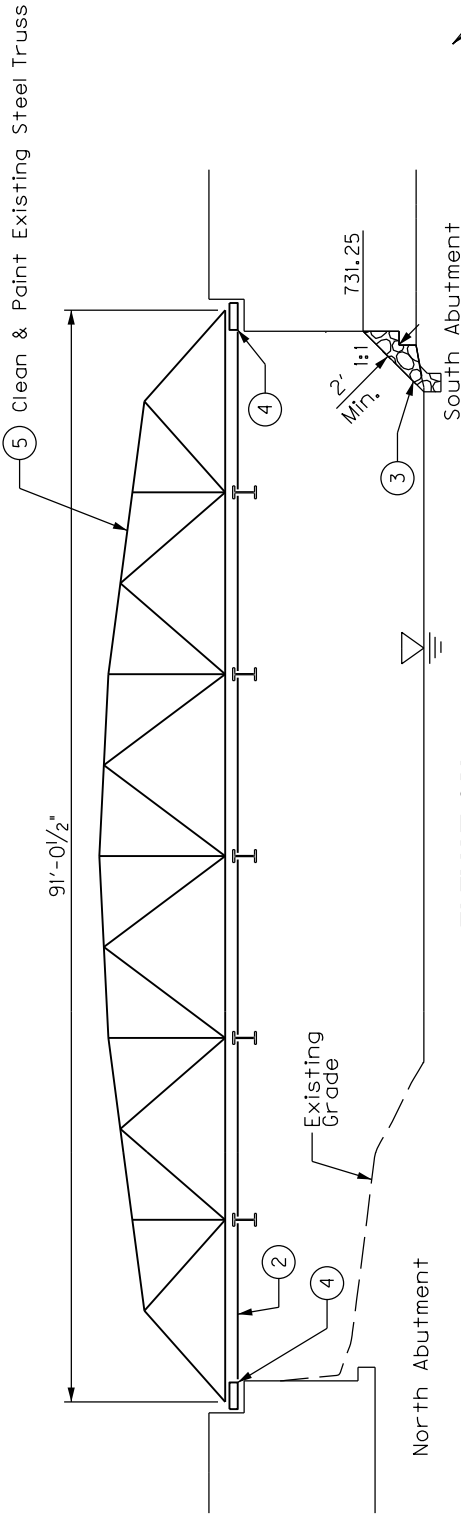
COUNTY  
**MASON**  
CROSSING  
**LICKING RIVER**

BRIDGE NUMBER  
**081C00018N**  
ROUTE  
**DIXON PIKE**

081C00018N  
DIXON PIKE OVER  
LICKING RIVER  
38.544659928, -83.670418536



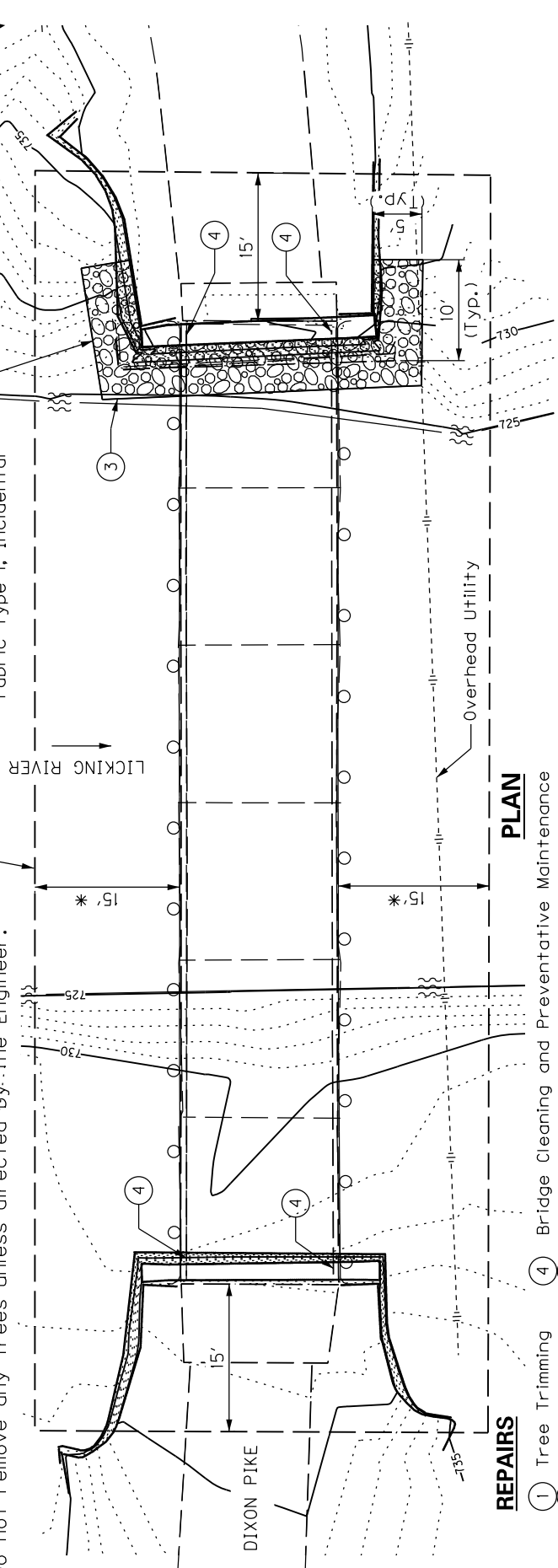
LOCATION MAP



**ELEVATION**

\*Limits of tree trimming shall extend to the lesser of:  
 15' from the outside edge of the bridge.  
 The nearest fence line.  
 The toe of the bridge embankment.  
 Trim back all branches and limbs overhanging these limits.  
 Do not remove any trees unless directed by the Engineer.

- ① Limits of Tree Trimming
- ② Dry Cyclopean Stone Rip-Rap Underlain with Geotextile Fabric Type 1, Incidental

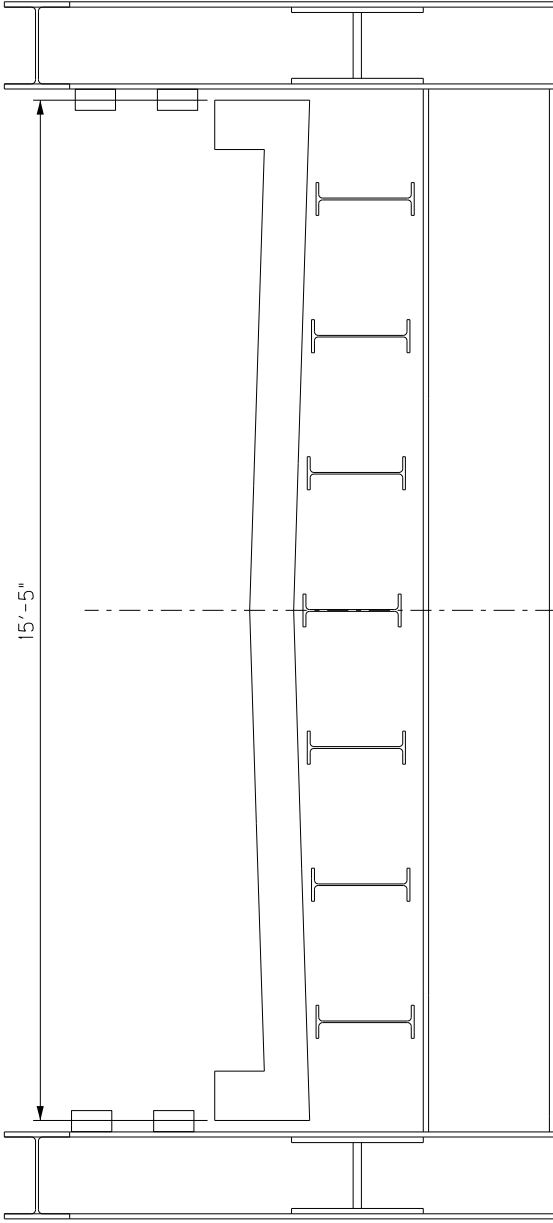


**REPAIRS**

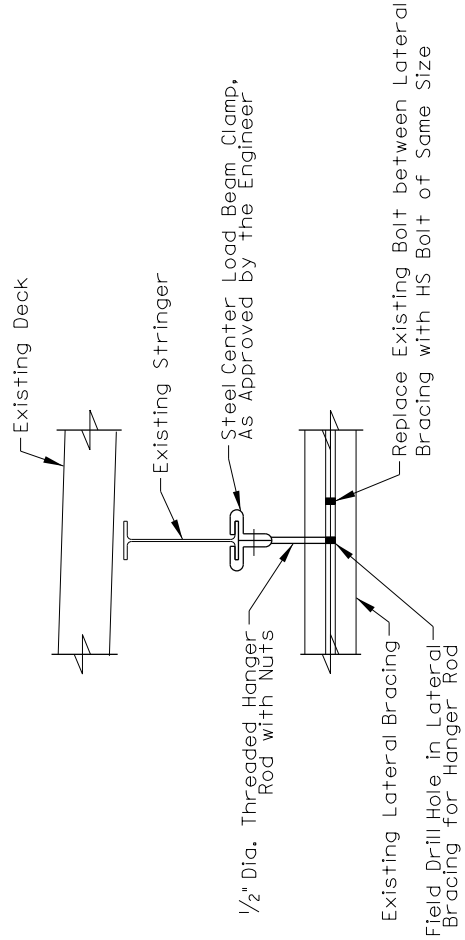
- ① Tree Trimming
- ② Steel Repair
- ③ Install Riprap
- ④ Bridge Cleaning and Preventative Maintenance
- ⑤ Cleaning and Painting Structural Steel (Includes Truss, Floorbeams, Stringers, and All Other Miscellaneous Steel Details)

**PLAN**

BRIDGE NUMBER <b>081C00018N</b> ROUTE <b>DIXON PIKE</b>	COUNTY <b>MASON</b> CROSSING <b>LICKING RIVER</b>	<b>PLAN AND ELEVATION</b>		PREPARED BY: <b>AECOM</b>	BRIDGING KENTUCKY	DATE <b>8 / 17 / 18</b>
				SHEET NO. <b>2 OF 4</b>		



**TYPICAL SECTION**



**STEEL REPAIR**

BRIDGE NUMBER <b>081C00018N</b>	COUNTY <b>MASON</b>	SHEET TITLE: <b>TYPICAL SECTION &amp; STEEL REPAIR</b>	DATE <b>8 / 17 / 18</b>
ROUTE <b>DIXON PIKE</b>	CROSSING <b>LICKING RIVER</b>	PREPARED BY: <b>AECOM</b>	SHEET NO. <b>3 OF 4</b>



Figure 1 - Elevation view of typical truss bearing at abutment.



Photo 2 - Cross section view of typical bearing at abutment

DATE 8 / 17 / 18		SHEET NO. 4 OF 4	
			
<b>CLEANING &amp; MAINTENANCE</b>			
BRIDGE NUMBER <b>081C00018N</b>		COUNTY <b>MASON</b>	
ROUTE <b>DIXON PIKE</b>		CROSSING <b>LICKING RIVER</b>	
SHEET TITLE:			

## **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 2012 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 is allowed to close the bridge to traffic in order to complete the work for a total of 21 consecutive calendar days. The contractor must maintain access to all property within the project limits. The contractor must notify the engineer and public information officer at least 14 calendar days prior to the planned closure.

It is intended that all work be completed during this time. However, if due to weather limitations, painting cannot be completed within this 21 day time, the contractor is allotted a completion date until April 30<sup>th</sup> to complete the painting. This additional time for painting will only be granted if weather limitations prevent painting. If conditions allow for painting to occur, and the contractor does not utilize these days, then no additional time will be granted beyond the January 1, 2019 completion requirement. Additional lane closures will be allowed to complete this work at the discretion of the engineer to minimize impacts to the public. Closure dates and times must be part of a revised traffic control plan if this is encountered. All other work items are to be completed by January 1, 2019

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

### **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 or construction signing needed for the bridge closure. 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 and detour signs should be placed no sooner than two weeks prior to the closing of the bridge and covered until the bridge is closed. Signs shall be covered or removed within 24 hours of opening the bridge to traffic.

Road closed signs 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. PROJECT PHASING & CONSTRUCTION PROCEDURES**

Maintain traffic over the bridge as long as possible. Once the structure is closed 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 so that delivery does not delay the reopening. If the bridge is reopened prior to safety devices being in place, temporary 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".

#### **V. VARIABLE MESSAGE SIGNS**

The contractor is expected to provide up to 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. Contrary to the standard specification, no direct payment will be made for variable message signs. These signs will be considered incidental to the lump sum bid item "Maintain and Control Traffic".

#### **VI. BARRICADES AND BARRIER WALL**

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

## **VII. DETOUR**

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 at 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) Signed detour routes must be on roadways with similar roadway characteristics, i.e. pavement widths and roadway striping.
- 4) 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.

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".



## **SPECIAL NOTE FOR BRIDGE CLEANING AND PREVENTATIVE MAINTENANCE**

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2012 Standard Specification for Road and Bridge Construction applicable Supplemental Specifications, Standard Drawings, this Note and Attached Detailed Drawings. Section references are to the Standard Specifications. This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Debris removal; (3) Stratified and pack rust removal; (4) Pressure washing; (5) Apply concrete coating; (6) Lubricate bearing devices. (7) Maintain and control traffic; (8) All other work required for this contract.

### **A. SUBMITTALS**

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

1. A detailed Progress of Work Schedule.
2. Traffic Control Plan.
3. Manufacturers' recommended Film Thickness and application conditions for the concrete coating system to be used.

**All submittals must be received, accepted and/or approved by the KYTC Engineer prior to beginning any work.**

### **B. SCOPE OF WORK**

#### **DEBRIS REMOVAL**

All debris shall be removed from the bridge components. See attached detailed drawings for each bridge addressing components having debris removal. Equipment for removing debris from the bridge components shall be determined by the Contractor, subject to the approval of the Engineer. The Contractor shall prevent any debris from entering any body of water, bridge drainage system, or traffic lanes. All debris removed shall be disposed of in a suitable off-site disposal facility. Prior to all cleaning work, the Contractor shall conform that any bridge drainage system is not blocked by un-removable debris by rodding with a sewer rod or similar tool. A blocked drainage system is considered to be one from which debris cannot be removed using the means specified in this note. If the Engineer has been notified, and concurs that the drainage system is blocked prior to performing other cleaning work, then proceed at the direction of the engineer. If the Contractor does not inspect the bridge drainage system and notify the engineer prior to beginning work any blocked drains will be considered to be the result of the Contractor's operations, and all clearing and cleaning of the drainage system shall be done as part of the work of the specification.

All vegetation present at areas of the bridge that are to be addressed in this proposal shall be removed as determined by the Engineer.

### **STRATIFIED AND PACK RUST REMOVAL**

Stratified and pack rust shall be removed from all bearing devices. See attached detailed drawings for each bridge showing location and quantity of the bearing devices. Hand tools including wire brushes, scrapers or impact devices (hand hammers or power chisels) are to be used for removing stratified and pack rust. All surfaces to have stratified and pack rust removed shall be cleaned to an SSPC SP-2 level. All debris collected shall be disposed of in a suitable off-site disposal facility.

### **PRESSURE WASHING**

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

### **CONCRETE COATINGS**

All end bent and pier caps, pedestals and end bent back walls shall have concrete coating applied to after debris removal and power washing. Use compressed air to remove any loose debris from the surfaces that are to be coated after power washing. See concrete coating diagram. All coatings shall be applied within manufacturers recommended dry film thickness range. Comply with KYTC "Standard Specifications for Road and Bridge Construction" Section 614.03.02 and coatings supplier recommended conditions for application. Allow the surfaces to be coated to dry a minimum of 24 hours before any coating is applied. The coating must be applied within 72 hours of pressure washing. All coating application shall be executed using brushes, rollers, etc. No spray application will be permitted. Use one of the following coating systems from the manufacture listed below shall be used. The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials shall perform acceptance testing. Test samples shall be taken at the Contractor's paint storage site. Department personnel shall perform sampling. Allow (10) working days for testing and approval of the sampled paint. It is the Contractor's responsibility to maintain an adequate inventory of approved paint.

The Department shall assume no responsibility for lost work due to rejection of paint or approved paint subsequently found to be defective during the application process.

<b>Manufacture</b>	<b>Prime Coat</b>	<b>Finish Coat</b>
<b>Sherwin Williams -</b>	<b>Macropoxy 646</b>	<b>Acrolon 218 HS</b>
<b>PPG</b>	<b>Amberlock 2</b>	<b>Devoe Devflex HP</b>
<b>Carboline -</b>	<b>Carboguard 890</b>	<b>Carbothane 133 HB</b>
<b>Tnemec -</b>	<b>Elastogrip 151</b>	<b>EnviroCrete 15</b>

**The finish coat shall be gray and will meet the following values.**

	<b>L*</b>	<b>a*</b>	<b>b*</b>
<b>Grey</b>	<b>74.94</b>	<b>- 1.54</b>	<b>3.92</b>

**BEARING LUBRICATION**

Bearing devices shall be lubricated after all stratified rust and pack rust is removed and power washing is complete, bearing devices shall have lubricant applied to all surfaces of the bearing including bearing plates and points of movement. See attached detailed drawings for each bridge showing location and quantity of the bearing devices. Allow bearing devices to dry before lubricant is applied. Lubricant must be applied within 48 hours of completing washing. One of the following lubricants shall be used:

**‘Never Seez – Mariner’s Choice’ produce by Bostik Inc.,**

**‘Mobil Centaur Moly NLGI Grades 1 or 2’ produced by Mobil Oil**

**‘Premalube #1 WG’ produced by Certified Labs**

**C. SEQUENCE OF WORK**

Complete work in the sequence listed below:

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

**D. STRUCTURE COMPONENT DEFINITIONS**

**GUTTERS**

Gutter includes all inside surfaces of barriers and plinth walls, gutter lines 3 feet onto the deck the entire length of bridge including end bent and abutment wing walls.

**DECK DRAINS**

Deck drains include all couplings, funneling systems, drains, scuppers and downspouts.

**JOINTS**

Specified open joints at bridge end and piers. This includes all troughs below the joint if applicable.

**BEARING DEVICES**

Steel bearings to have debris removed, pressure washed and lubricated.

**CONCRETE SURFACES**

Specified surfaces of abutment caps, end bent caps, pier caps and parapet walls.

**E. WASH WATER**

Use clean potable water for all pressure washing,

**F. ACCESS AND INSPECTION ACCESS**

The Contractor shall provide OSHA compliant safe access for all cleaning operations and inspection.

**G. INSPECTION**

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

**Debris Removal:** Visual Inspection

**Stratified Rust or Pack Rust Removal:** Visual Inspection and Scraper Test any surface cleaned to SSPC SP2 will be inspected by a dull scraper test to ascertain adherence of coating edges.

**Power Washing:** Visual Inspection

**Concrete Coating:**

Prime Coat Application Check for dry film thickness, and defects in paint \*

Finish Coat Application

Check for dry film thickness\*, paint appearance, color and quality of application.

\*Destructive DFTs shall be used. Contractor shall repair all test locations, cost will be considered incidental to the contract.

**Bearing Greasing:** Visual Inspection.

**G. SEASONAL AND WEATHER LIMITATIONS**

Work will only be performed when the temperature measured at the area of the bridge is greater than 40 degrees Fahrenheit. All materials specified shall be applied according to the manufactures specifications.

**H. DAMAGE**

Any damage to structure that occurs during the cleaning operations shall be repaired by the Contractor to satisfaction of the Engineer at no additional expense to the cabinet.

**I. MEASUREMENT**

**Bridge Cleaning and Preventative Maintenance:** The Cabinet will measure this item as "Lump Sum"

**J. PAYMENT**

**Bridge Cleaning and Preventative Maintenance:** The contract price for this item will be paid as a lump sum. The payment for this bid item at the contract unit price of Lump Sum shall be considered full compensation for complete and accepted work for all work items described in this note and attached detailed drawings which includes all labor, materials, equipment needed to complete all specified items in this contract for 'BRIDGE CLEANING AND PREVENTIVE MAINTENANCE.

**K. SITE VISIT**

Contractors are encouraged to visit each site prior to bidding in order to become familiar with the requirement of this work. The Cabinet will not consider any claims due to the Contractor having not familiarized themselves with requirements of this work.

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

**SPECIAL NOTES FOR CLEANING AND PAINTING**

SPECIAL NOTE FOR BIDDING PREQUALIFICATION AND STAFFING

SPECIAL NOTE FOR SURFACE PREPARATION AND PAINT APPLICATION

SPECIAL NOTE FOR WASTE MANAGEMENT

SPECIAL NOTE FOR RECYCLABLE SURFACE PREPARATION RESIDUE  
MANAGEMENT

SPECIAL NOTE FOR QUALITY CONTROL

SPECIAL NOTE FOR PAINT

SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS

SPECIAL NOTE FOR PAYMENT

SPECIAL NOTE FOR STENCILING

### **SPECIAL NOTE FOR BIDDING PREQUALIFICATION AND STAFFING**

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

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

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

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

The Contractor(s) and or Subcontractor(s) performing the other operations required in this contract (not paint related) shall be Pre-qualified for appropriate work items.

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

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

### **A. SUBMITTALS**

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

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

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

### **B. CONTAINMENT**

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

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

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

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



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

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

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

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

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

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

## **C. SURFACE PREPARATION**

### **Solvent Cleaning**

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

### **Compressed Air**

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

### **Abrasive Blast**

All structural steel shall be abrasive blast cleaned to an **SSPC-SP 10/NACE NO. 2** “Near White Metal Blast Cleaning” standard as described in the current SSPC documents. After blast cleaning all surface imperfections that remain (e.g. sharp fins, sharp edges, weld splatter, burning slag,

scabs, slivers, etc.) shall be removed. The abrasive blast profile shall be **angular, 1.5 to 4.5 mils** as measured in accordance with **ASTM D 4417 Method B**.

#### **Abrasive Media**

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

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

#### **D. PAINT APPLICATION**

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

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

**The finish coat shall match existing.**

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

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

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

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

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

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

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

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

#### **F. WORKMANSHIP**

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

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

#### **G. MEASUREMENT.**

**Clean and Paint Structural Steel:** The Department will measure the quantity as "Lump Sum".

#### **H. PAYMENT.**

**Clean and Paint Structural Steel (08434):** Payment at the contract lump sum price includes all labor, materials, rigging, containment, and all incidental items necessary to complete this work in accordance with these Notes, Plans, the Standard Specifications or as directed by the Engineer for all structural steel.

## SPECIAL NOTE FOR WASTE MANAGEMENT

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

### **Industrial waste**

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

### **Hazardous Waste**

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

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

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

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

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

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

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

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

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

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

## **PAYMENT**

All cost for Industrial and Hazardous waste disposal shall be considered incidental to the lump sum bid for: **Clean and Paint Structural Steel (08434)**.

## **SPECIAL NOTE FOR RECYCLABLE SURFACE PREPARATION RESIDUE MANAGEMENT**

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

### **Abrasive Media**

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

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

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

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

### **Surface preparation debris**

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

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

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

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

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

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

### **Transportation and recycling**

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

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

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

The contractor shall supply the Engineer with all weight tickets for the commercial substitute material transported and delivered to the recycler and all Certificates of Recycling issued by the

recycler for material deliveries related to this project. **Final partial payment of 15% for the project shall not be released until the Engineer has received these documents.**

**PAYMENT**

All cost for the management and the disposal of all surface preparation debris and hazardous waste generated during the cleaning and painting operations shall be considered incidental to the lump sum bid for **Clean and Paint Structural Steel (08434)**.



## SPECIAL NOTE FOR QUALITY CONTROL

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

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

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

### A. CLEAN AND PAINT STRUCTURAL STEEL

#### *Quality Control Point*

#### *QC Inspection Function*

- |   |   |
|---|---|
| 1. Surface Preparation                    |   |
| A. Solvent Cleaning                       | Visually inspect.   |
| B. Abrasive Blast Cleaning                | Measure profile<br>Visually inspect for cleanliness.                                |
| 2. Full Prime Coat Application            | Check for dry film thickness,<br>and defects in paint                               |
| 3. Full Intermediate Coat (if applicable) | Check for dry film thickness,<br>and defects in paint                               |
| 4. Finish Coat Application                | Check for dry film thickness, paint<br>appearance, color and quality of application |

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

**The QC Inspector shall inspect prepared surfaces to determine whether these conform to the specification. (see Special Note for Surface Preparation and Paint Application). Inspect each individual coat of paint using KM 64-258-08 Procedure C. Inspect for areas of incomplete coating coverage and coating defects. The Engineer may request tests, including destructive DFT tests, at additional sites or he may elect to perform additional tests.**

## **B. INSPECTION RECORDS**

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

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

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

The QC inspector and QA inspector shall jointly assign adjacent control areas consecutive numbers and a short description defining their location. After completion of a phase of work in a control area, the QC inspector shall perform an inspection and shall determine whether the area has been satisfactorily prepared. If work in a control area is unsatisfactory, the QC inspector shall require the contractor to make the necessary corrections. That process shall be repeated as necessary until suitable corrections have been made. Once a control area is approved by the QC, the QA will be requested to inspect that control area. The QA will note acceptance or rework comments in log book. Repeat until approved by the QA.

All logbooks shall be maintained at the job site at all times during the project, made available, upon request, to the Department's representatives and submitted to the Engineer at the end of the project for his review and records.

**Test Patch** - Prior to initiation of painting, prepare at least one test patch in each Section of work to serve as a standard for reference during the balance of the painting operations. The test patch shall be located at an accessible area incorporating surface types of the project. Use the specified surface preparation on a surface with at least 20 ft<sup>2</sup> per application method per coating plus 20 ft<sup>2</sup> for surface preparation. When Central office personnel, the Engineer, QC inspector, and the QA inspector, agree that the appropriate level of cleanliness and surface preparation have been achieved, the contractor shall apply a clear sealer, supplied by the coatings manufacturer, to at least 20 ft<sup>2</sup> of the prepared surface. The contractor will then apply coating to the remainder (at least 20-ft<sup>2</sup>) of the test patch. Set aside the test patch area as a standard for proper application and appearance. Do not paint the reference areas until the balance of the project is completed. After the project is complete, re-blast the area of the test patch with clear sealer, and apply all specified coatings. Apply all coatings, including the clear sealer, in the presence of Central Office personnel, the Engineer, the QA inspector, QC inspector, and a technical representative of the paint

manufacturer. If QC and QA inspectors agree, clear coat preservation of the test patch may be replaced with pictorial records.

**PAYMENT**

All cost to provide QC inspectors shall be considered incidental to the lump sum bid for:  
**Clean and Paint Structural Steel (08434). All Structural Steel Items.**

### **SPECIAL NOTE FOR PAINT**

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

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

## **SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS**

### **(A) Governing regulations**

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

### **(B) Liabilities and Obligations**

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

### **(C) State and Local Regulatory Agencies**

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

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

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

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

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

### **SPECIAL NOTE FOR PAYMENT**

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

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

Surface Preparation	25%
Prime Coat	20%
Intermediate Coat	20%
Finish Coat	20%
De-rigging, touch-up of de-rigging marks and damage, and Environmental documentation	15%

### **SPECIAL NOTE FOR STENCILING**

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

## GENERAL NOTES

**SPECIFICATIONS:** References to the Specifications are to the 2012 Edition of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction including any current supplemental specifications. All references to the AASHTO Specifications are to the current edition of the AASHTO Standard Specification for Highway Bridges, with Interims. All references to the ASTM Standards are to the current edition of the ASTM Standard Specifications, with Interims.

### **MATERIALS FOR DESIGN SPECIFICATIONS:**

The Specifications, Current Edition, as designated below shall govern the following materials furnished:

<u>Material</u>	<u>Specification</u>
Structural Steel	AASHTO M270 or ASTM A709, Grade 50
Bolts (Up to ½" Dia.)	F3125 Grade A325
Anchor Rods	F1554, Grade 55
Grout	C1107

**DIMENSIONS:** Dimensions shown on these plans are taken from field survey data. The Contractor shall verify elevations and dimensions with field measurements prior to ordering materials. All plan dimensions are for a normal temperature of 60°F. Layout dimensions are horizontal dimensions.

**VERIFYING FIELD CONDITIONS:** Plan dimensions and details relative to the existing structure are subject to nominal construction variations. It shall be the Contractor's responsibility to verify such dimensions and details in the field and make the necessary approved adjustments prior to construction or ordering of materials. Such variations shall not be cause for additional compensation for a change in the scope of the work; However the Contractor will be paid for the quantity actually furnished at the unit price bid for the work. In addition, the overrun and underrun formulas may be applied to appropriate repairs provided that the requirement of Article 104.02.02 of the Standard Specifications are satisfied.

**WELDING SPECIFICATIONS:** All welding and welding materials except for reinforcement shall conform to "Joint Specification ANSI/AASHTO/AWS D1.5-2015 Bridge Welding Code". Modification and additions as stated on the plans shall supersede the Joint Specifications.

**PROHIBITED FIELD WELDING:** Except where shown in the plans, no welding of any nature shall be performed on the load carrying members of the bridge without the written consent of the Director, Division of Bridge Maintenance, and then only in the manner and at the locations designated in the authorization.

**WELDING REINFORCEMENT:** The welding and welding material shall conform to the "Recommended Practices for Welding Reinforcing Steel", American Welding Society Specifications, Current Edition. No direct payment shall be made for welding or weld material, but the cost of these items shall be included in the unit price bid for the repair being completed.

**WELDING PROCEDURES:** Qualification test of all welding procedures, when required by AWS, shall be completed by the Contractor and approved by the Engineer prior to the final approval of the shop drawings and the start of the fabrication.



WELD SIZES: Unless specified otherwise, use the following fillet weld sizes:

Material Thickness of Thicker Part Joined (In.)	Minimum Size of Fillet Weld (In.)
To 1/4" Inclusive	1/8"
Over 1/4" to 1/2"	3/16"
Over 1/2" to 3/4"	1/4"
Over 3/4"	5/16"

Type 1 Mechanically Galvanized Bolts shall be used as described in AASHTO M164, all high strength bolted connections are to be installed using "Direct Tension Indicators" (DTI's) in accordance with the Standard Specifications and ASTM F959. All DTI's shall be mechanically zinc coated. Installation details of the DTI's shall be shown on the shop plans.

Any holes in steel members that are not specified to receive any other connected part shall be filled with a high strength bolt that is tensioned per the Specifications.

PAINTING DAMAGED AREAS: All areas of new or existing structural steel on which the paint has been damaged by the Contractor shall be cleaned and spot painted to the satisfaction of the Engineer and in accordance with the Special Note for painting structural steel repairs. The cost of this touch-up is to be incidental to the contract.

DISPOSAL OF MATERIALS: All materials and debris removed from or beneath the bridge shall become the property of the Contractor and shall be removed from the right-of-way.

UTILITIES: Before beginning work, locate all existing utilities. Consider location of utilities shown on the drawings to be approximate only and for informational purposes only. The Department does not warrant the locations and assumes no responsibility for the accuracy or completeness. The Contractor must make his own determination. Except as shown on the plans, work around and do not disturb existing utilities.

STABILITY OF THE STRUCTURE: The Contractor is completely responsible for the stability of the structure from the time of mobilization until after the bridge has been reopened to normal traffic following completion of all work required in the contract.

DAMAGE OUTSIDE CONSTRUCTION LIMITS: Any area that is disturbed outside of the limits of the construction during the life of the project shall be repaired by the Contractor at his expense, should any damage result from the Contractor's actions.

DAMAGE TO THE STRUCTURE: The Contractor shall bear full responsibility and expense for repair of any and all damage to the structure, should such damage result from the Contractor's actions. After completion of all operations, the structure and site shall be left in a condition that is in accordance with Section 105.12 of the Specifications.

CONSTRUCTION LOAD: The Contractor shall abide by the bridge posting limits. Storage of material on the bridge is prohibited.

## **SPECIAL NOTE FOR STEEL REPAIR**

### **I. DESCRIPTION**

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2012 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawing(s). Section references are to the Standard Specifications.

This work consists of the following:

- (1) Furnish all labor, materials, tools, and equipment.
- (2) Remove existing materials.
- (3) Repair steel in accordance with the attached detail drawings.
- (4) Maintain and control traffic.
- (5) Any other work specified as part of this contract.

### **II. MATERIALS**

- A. Structural Steel.** Use AASHTO M270 (ASTM A709) Grade 36 steel.
- B. High Strength Bolts, Nuts, and Washers.** Ensure all bolted connections are ASTM F3125 Grade A325 high strength bolts, nuts, washers, and Direct Tension Indicators (DTI's). All bolts, nuts, washers, and DTI's to be mechanically galvanized in accordance with AASHTO M298, Class 50 (ASTM B695-04, Class 50).

### **III. CONSTRUCTION**

- A. Dimensions.** The Contractor shall verify dimensions, including thickness of parts, with field measurements prior to ordering materials or fabricating steelwork.
- B. Sequence of Construction:** Steel Repair shall be completed prior to painting the bridge.
- C. Remove Existing Materials.** Remove existing materials as shown on the attached detail drawings. Dispose of all removed material completely away from the job site. This work will be incidental to the contract unit price for "Steel Repair".
- D. Field Prepare Existing Surfaces.** Clean surfaces of steel until free of all corrosion, debris and deleterious substances.
- E. Install New Materials.** Size bolts to same size as existing. Install new materials as directed by the Engineer and as shown on the attached detail drawings. All high-strength bolted connections shall be installed with "direct tension indicators" (DTI's) in accordance with the Standard Specifications and ASTM F959 Type 325. Bolts shall be installed as shown in the plans. A DTI shall be placed under each bolt head with tightening from the nut end.
- F. Prohibited Field Welding.** No welding of any nature shall be performed on the bridge except as shown on the attached drawings without the written consent of the Director, Division of Bridge Design, and then only in the manner and at the locations designated in the authorization.

**G. Damage to the Structure.** The Contractor shall bear full responsibility and expense for any and all damage to the structure, should such damage result from the Contractor's actions.

**H. Painting.** Following the installation of the repair(s), clean and paint all exposed structural steel in accordance with Section 607.03.23 "Cleaning and Painting Structural Steel Bridges" and the Special Notes for Bridge Cleaning and Painting. Apply field coatings to new steel and steel to be overcoated in accordance with Section 614.

#### **IV. MEASUREMENT**

**A. Steel Repair.** Measurement will be lump sum.

#### **V. PAYMENT**

**A. Steel Repair.** Payment at the contract unit price is full compensation for removing and disposing of specified existing materials, drilling, reaming, cutting, removing deteriorated or damaged metal, all new materials, labor, equipment, tools and incidentals necessary to complete the work as shown on the attached detail drawings.

**B. Clean and Paint Structural Steel.** See Special Note for Bridge Cleaning and Painting.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

### **SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS**

This Special Note will apply when indicated on the plans or in the proposal.

**1.0 DESCRIPTION.** Furnish, install, operate, and maintain variable message signs at the locations shown on the plans or designated by the Engineer. Remove and retain possession of variable message signs when they are no longer needed on the project.

#### **2.0 MATERIALS.**

**2.1 General.** Use LED Variable Message Signs Class I, II, or III, as appropriate, from the Department's List of Approved Materials.

Unclassified signs may be submitted for approval by the Engineer. The Engineer may require a daytime and nighttime demonstration. The Engineer will make a final decision within 30 days after all required information is received.

**2.2 Sign and Controls.** All signs must:

- 1) Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- 2) Provide at least 40 preprogrammed messages available for use at any time. Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
  - a) Keyboard or keypad.
  - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
  - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
  - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- 9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.

- 12) Allow an on-off flashing sequence at an adjustable rate.
- 13) Provide a sight to aim the message.
- 14) Provide a LED display color of approximately 590 nm amber.
- 15) Provide a controller that is password protected.
- 16) Provide a security device that prevents unauthorized individuals from accessing the controller.
- 17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

/KEEP/RIGHT/=>=>=>/	/MIN/SPEED/**MPH/
/KEEP/LEFT/←←←/	/ICY/BRIDGE/AHEAD/ /ONE
/LOOSE/GRAVEL/AHEAD/	LANE/BRIDGE/AHEAD/
/RD WORK/NEXT/**MILES/	/ROUGH/ROAD/AHEAD/
/TWO WAY/TRAFFIC/AHEAD/	/MERGING/TRAFFIC/AHEAD/
/PAINT/CREW/AHEAD/	/NEXT/**/MILES/
/REDUCE/SPEED/**MPH/	/HEAVY/TRAFFIC/AHEAD/
/BRIDGE/WORK/**0 FT/	/SPEED/LIMIT/**MPH/
/MAX/SPEED/**MPH/	/BUMP/AHEAD/
/SURVEY/PARTY/AHEAD/	/TWO/WAY/TRAFFIC/

\*Insert numerals as directed by the Engineer.  
Add other messages during the project when required by the Engineer.

**2.3 Power.**

- 1) Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.

**3.0 CONSTRUCTION.** Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

Maintain the sign in proper working order, including repair of any damage done by others, until completion of the project. When the sign becomes inoperative, immediately repair or replace the sign. Repetitive problems with the same unit will be cause for rejection and replacement.

Use only project related messages and messages directed by the Engineer, unnecessary messages lessen the impact of the sign. Ensure the message is displayed in either one or 2 phases with each phase having no more than 3 lines of text. When no message is needed, but it is necessary to know if the sign is operable, flash only a pixel.

When the sign is not needed, move it outside the clear zone or where the Engineer directs. Variable Message Signs are the property of the Contractor and shall be removed from the project when no longer needed. The Department will not assume ownership of these signs.

**4.0 MEASUREMENT.** The final quantity of Variable Message Sign will be

the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

**5.0 PAYMENT.** The Department will not make direct payment for Variable Message Sign. Variable Message Signs will be considered incidental to Maintain and Control Traffic.

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

*081C00018N Mason County*

### **I. COMPLETION DATE.**

Upon Notice to Proceed, the Contractor has the option of selecting the Begin Work date. Once selected, notify the Department in writing of the date selected at least two weeks prior to beginning work and provide a proposed project schedule. All work is to be completed by the specified contract completion date. The Contractor is allotted 21 calendar days once the bridge is closed to complete all work to safely reopen the structure with no lane closures. At a minimum, prior to reopening the bridge to traffic, all strength requirements and curing for materials used shall be completed per Division 600 of the Standard Specifications.

The Engineer will begin charging calendar days for a structure on the day the Contractor closes the structure to traffic, regardless of holidays or seasonal weather limitations.

It is intended that all work be completed during this 21 day closure. However, if due to weather limitations, painting cannot be completed within this 21 day time, the contractor is allotted a completion date until April 30<sup>th</sup>, 2019 to complete the painting. This additional time for painting will only be granted if weather limitations prevent painting. If conditions allow for painting to occur, and the Contractor does not utilize these days, then no additional time will be granted beyond the January 1, 2019 completion requirement. Additional Lane closures will be allowed to complete this work at the discretion of the Engineer to minimize impacts to the public. Closure dates and times must be part of a revised traffic control plan if this is encountered. All other work items are to be completed by January 1, 2019

### **II. LIQUIDATED DAMAGES.**

Liquidated damages will be assessed to the Contractor in accordance with the Transportation Cabinet, Department of Highway's 2012 Standard Specifications for Road and Bridge Construction, Section 112.03.15A, when the bridge remains closed beyond the allotted number of calendar days. Liquidated Damages will be assessed per the Standard Specification Section 108.09 when the contract time extends beyond the contract date but the bridge closure is removed and the roadway has reopened to the public.

Contrary to the Standard Specifications, liquidated damages will be assessed to the Contractor during the months of December, January, February and March when the contract time has expired on any individual bridge. Contract time will be charged during these months. All construction must be completed in accordance with the weather limitations specified in Section 606 and/or Section 601 as applicable. No extension of Contract time will be granted due to

inclement weather or temperature limitations that occur due to starting work on the Contract or a structure late in the construction season.

Any approval of cold weather plans or allowance of construction operations to occur outside Section 606 and/or Section 601 does not alleviate the 21 day maximum bridge closure. In the event the closure duration lasts longer than 21 calendar days as specified, liquidated damages will apply to all excess days regardless of weather limitations.



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

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

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



## Asbestos Inspection Report

To: Tom Springer, QK4, Inc.

Date: August 30, 2018

Conducted By: Russell H. Brooks, LFI, Inc.  
Kentucky Accredited Asbestos Inspector #I18-06-9270

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### Project and Structure Identification

Project: Mason County: Item No. 9-8916

Structure ID: #081C00018N

Structure Location: Dixon Pike near Maysville, Mason County, Kentucky

Sample Description: Yellow Spray Foam.

Inspection Date: August 20, 2018

### Results and Recommendations

The asbestos inspection was performed in accordance with current United States Environmental Protection Agency (US EPA) regulations, specifically 40 CFR Part 61, Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) revision, final rule effective November 20, 1990.

It is recommended that this report accompany the 10-Day Notice of Intent for Demolition ([DEP7036 Form](#)) 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.

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



**Commonwealth of Kentucky**  
**Department for Environmental Protection**  
**Division for Air Quality**

**Russell Henry Brooks**

*Has met the requirements of 401 KAR 58.005 and is accredited as an:*




**Asbestos  
Inspector**

Accreditation Number: **118-06-9270**

Issue Date: **6/12/2018**

Expiration Date: **6/5/2019**

	KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES  <b>RIGHT OF WAY CERTIFICATION</b>	TC 62-226 Rev. 01/2016 Page 1 of 1
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<input checked="" type="checkbox"/> <b>Original</b>		<input type="checkbox"/> <b>Re-Certification</b>		<b>RIGHT OF WAY CERTIFICATION</b>			
<b>ITEM #</b>		<b>COUNTY</b>		<b>PROJECT # (STATE)</b>		<b>PROJECT # (FEDERAL)</b>	
9-8916.00		MASON		FD04 081 1122 C00018N			
<b>PROJECT DESCRIPTION</b>							
REPAIR BRIDGE (081C00018N) ON DIXIE PIKE. (16CCN)(SD)							
<input checked="" type="checkbox"/> <b>No Additional Right of Way Required</b>							
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.							
<input type="checkbox"/> <b>Condition # 1 (Additional Right of Way Required and Cleared)</b>							
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 KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.							
<input type="checkbox"/> <b>Condition # 2 (Additional Right of Way Required with Exception)</b>							
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution 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 court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract							
<input type="checkbox"/> <b>Condition # 3 (Additional Right of Way Required with Exception)</b>							
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.							
Total Number of Parcels on Project		0		EXCEPTION (S) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired							
Signed Deed		0					
Condemnation		0					
Signed ROE		0					
Notes/ Comments (Use Additional Sheet if necessary)							
LPA RW Project Manager				Right of Way Supervisor			
Printed Name		Chad Bourke, P.E.		Printed Name		Mark Caskin, P.E.	
Signature				Signature			
Date		9-14-18		Date		9-14-18	
Right of Way Director				FHWA			
Printed Name		Dean M. Loy		Printed Name			
Signature				Signature			
Date		Date: 2018.09.14 13:34:35 -04'00'		Date			

## UTILITIES AND RAIL CERTIFICATION NOTE

**MASON COUNTY, FD04 081 1122 C00018N  
DIXON PIKE/BRIDGE REHABILITATION  
SYP #09-8916.00**

*Utility coordination efforts conducted by the project sponsor have 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.*

### THE FOLLOWING RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involved     Minimal Rail Involved (See Below)     Rail Involved (See Below)

### UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG

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 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.

### SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

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.

## UTILITIES AND RAIL CERTIFICATION NOTE

**MASON COUNTY, FD04 081 1122 C00018N  
DIXON PIKE/BRIDGE REHABILITATION  
SYP #09-8916.00**

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.

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

### **AREA UTILITIES CONTACT LIST AS PROVIDED BY KY 811**

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
Fleming-Mason Energy	Brandon Hunt	(606) 845-2661
Windstream Communications	Chris Barker	(606) 784-4140

**PART II**  
**SPECIFICATIONS AND STANDARD DRAWINGS**



### **SPECIFICATIONS REFERENCE**

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2012* and *Standard Drawings, Edition of 2016*.

## **SUPPLEMENTAL SPECIFICATIONS**

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

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

## **PART III**

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

**TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

**I. APPLICATION**

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

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

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

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

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

Revised: January 25, 2017

**II. NONDISCRIMINATION OF EMPLOYEES**

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

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

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

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

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: January 27, 2017

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

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

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

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

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

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

# EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## FEDERAL MINIMUM WAGE

# \$7.25

 PER HOUR

BEGINNING JULY 24, 2009

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

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

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

**No more than**

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

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

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

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

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

### ADDITIONAL INFORMATION

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

For additional information:



# 1-866-4-USWAGE

(1-866-487-9243)

TTY: 1-877-889-5627



# WWW.WAGEHOUR.DOL.GOV

**PART IV**  
**INSURANCE**



## INSURANCE

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

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

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

**PART V**  
**BID ITEMS**

### PROPOSAL BID ITEMS

185010

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Report Date 9/27/18

#### Section: 0001 - BRIDGE - LICKING RIVER

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0020	03271		TREE TRIMMING	302.00	LF		\$	
0030	08019		CYCLOPEAN STONE RIP RAP	51.00	TON		\$	
0040	08434		CLEAN & PAINT STRUCTURAL STEEL LB	1.00	LS		\$	
0050	23298EC		STEEL REPAIR	1.00	LS		\$	
0060	23949EC		BRIDGE CLEANING & PREVENTIVE MAINTENANCE	1.00	LS		\$	

#### Section: 0002 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0070	02569		DEMOBILIZATION	1.00	LS		\$	