



CALL NO. 318

CONTRACT ID. 182971

MARSHALL COUNTY

FED/STATE PROJECT NUMBER FE02 079 0024 B00116L 28.52

DESCRIPTION I-24 OVER PADUCAH AND LOUISVILLE RAILROAD IN MARSHALL COUNTY

WORK TYPE BRIDGE REPAIRS EXPANSION JOINTS

PRIMARY COMPLETION DATE 1/31/2019

LETTING DATE: December 07,2018

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME December 07,2018. Bids will be publicly announced at 10:00 AM EASTERN STANDARD 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 - 01

CONTRACT ID - 182971

FE02 079 0024 B00116L 28.52

COUNTY - MARSHALL

PCN - MB07900241802

FE02 079 0024 B00116L 28.52

MARSHALL COUNTY 079B00116L PADUCAH - NASHVILLE ROAD MP 28.52
I-24 OVER PADUCAH AND LOUISVILLE RAILROAD BRIDGE REPAIRS EXPANSION JOINTS
GEOGRAPHIC COORDINATES LATITUDE 37:01:03.00 LONGITUDE 88:17:47.00

COMPLETION DATE(S):

COMPLETED BY 01/31/2019
20 CALENDAR Days

APPLIES TO ENTIRE CONTRACT
APPLIES TO 079B00116L

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

**SPECIAL NOTES
DISTRICT NO. 1
BRIDGE JOINT REPLACEMENT
MARSHALL COUNTY
CID 182971**

FE02 079 0024 B00116L 28.52

I-24 over Paducah and Louisville Railroad

Geographic Coordinates

Latitude – 37° 01' 03.00''

Longitude – 088° 17' 47.00''

Description

48'-60'-48' Steel Girder Spans, Drawing No. 18318

SPECIAL NOTE FOR REPLACING EXPANSION JOINTS AND/OR INSTALLING ARMORED EDGES FOR CONCRETE ON BRIDGES

1. DESCRIPTION. Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, (current editions) this Note, and the attached detail drawings. Section references are to the Standard Specifications. This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing concrete and expansion joint(s) and/or bridge ends; (3) Install armored edges, modular expansion joint assembly and new concrete as specified and in accordance with the attached detail drawings; (4) Install new joint seals (where required); (5) Maintain and control traffic; and (6) Any other work specified as part of this contract.

2. MATERIALS.

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

B. Structural Steel. Use new, commercial grade steel suitable for welding. The Engineer will base acceptance on visual inspection. See attach detailed drawings

C. Stud Anchors. The armored edge stud anchors are $\frac{3}{4}$ " x 6" embedded stud shear connectors conforming to ASTM A108, Grade 1015

D. Steel Reinforcement. Use Grade 60. See Section 602.

E. Epoxy Bond Coat. See Section 511.

F. Joint Seals.

Pre-compressed Silicon and Hybrid Foam Joint Seals

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

3. EQUIPMENT.

A. Hammer. Provide Power driven hammers lighter than nominal 45 lb. class.

B. Sawing Equipment. Sawing equipment shall be a concrete saw capable of sawing concrete to the specified depth.

C. Hydraulic Impact Equipment. Hydraulic Impact/Skid Steer Type Equipment with a maximum rated striking Energy of 360 ft-lbs are permitted only in areas of concrete removal more than 6 inches away from boundaries of surface areas to remain in service. The Contractor is to provide data information to the engineer on the equipment they wish to utilize to ensure compliance with this note.

4. CONSTRUCTION.

A. Remove Existing Materials. Remove existing expansion joints, existing modular expansion joint assembly, bridge end armored edges and specified areas of concrete as shown on the attached detailed drawings. Remove debris and/or expansion joint filler as directed by the Engineer. Clean and leave all existing steel reinforcement encountered in place. Damaged steel reinforcement will be repaired/replaced as directed by the Engineer at no additional cost to the Department. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Expansion Joint Replacement" or "Armored Edge for Concrete".

- B. Place New Concrete and Armored Edges.** After all specified existing materials have been removed; place new armored edges to match the original grade (See attached detail drawings). Place the new Class “M” concrete to the original grade and finish with broom strokes drawn transversely from curb to curb. All new structural steel shall be cleaned and painted in accordance with requirements of Section 607.03.23, except that surfaces to come in contact with concrete are not to be painted. Blast clean all areas of existing concrete and structural steel to come in contact with new concrete until free of all laitance and deleterious substances immediately prior to the placement of the Class "M" Concrete. The surface areas of existing concrete to come in contact with the new Class "M" Concrete are to be coated with an epoxy bond coat immediately prior to placing new concrete in accordance with Section 511. The interfaces of the new and old concrete shall be as nearly vertical and horizontal as possible. Shop drawings will not be required.
- C. Steel Reinforcement.** Furnish for replacement, as directed by the Engineer, 200 linear feet of #4 steel reinforcing bars in 20’ lengths and reinforcement for diaphragm see bill of reinforcement in attached detailed drawings. Place these bars in areas deemed by the Engineer to require additional reinforcement and as specified for the diaphragm. Field cutting and bending is permitted. Do not place any additional steel reinforcement above the height of the top row of Nelson Studs on the armored edges. Ensure that all exposed steel reinforcement is tied in accordance with Section 602.03.04 prior to pouring the new Class “M” concrete. Deliver unused bars to the Local County Maintenance Barn. Payment will be made in accordance with Section 602.
- D. Stage Construction.** Installation of concrete, armored edges and modular expansion joint assembly in two (or more if specified) stages is necessary. Join the armored edges and modular expansion joint assembly at or near the centerline of the roadway or lane line, field weld and grind smooth.
- E. Joint Seals.** Place joint seals as recommended by the manufacturer. Shop drawings will not be required.
- F. Verifying Field Conditions.** The Contractor shall field verify all joint openings, locations and manufacture before ordering any material. New material that is unsuitable due to variation in existing structure shall be replaced at the Contractors expense.
- G. Approach Pavement Repair.** The Contractor shall repair any and all damage to the approach pavement due to this construction. A new asphalt surface wedge for all approaches to each structure in this project shall be placed and compacted to the satisfaction of the Engineer prior to allowing traffic back onto the structure after each section of the joint is replaced. No additional payment will be allowed for this work, as it will be considered incidental to the pay item “Armored Edge for Concrete”.
- 5. MEASUREMENT.**
- A. Expansion Joint Replace 2” In.** The Department will measure the quantity in linear feet from gutter line to gutter line along the centerline of the joint.
- B. Armored Edge for Concrete.** The Department will measure the quantity in linear feet from gutter line to gutter line along the face of the bridge end.
- C. Steel Reinforcement.** See Section 602.

6. PAYMENT.

- A. Expansion Joint Replace 2 In. (03295)** Payment at the contract unit price per linear foot is full compensation for removing specified existing materials, furnishing and installing the new armored edges, concrete, joint seal, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.
- B. Armored Edge for Concrete (03299).** Payment at the contract unit price per linear foot is full compensation for placing new armored edge and any approach pavement repair, traffic striping repair and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detailed drawings.
- C. Steel Reinforcement (08150).** See Section 602.

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

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

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

<u>STRUCTURE</u>	<u>NO. OF CALENDAR DAYS</u>	<u>COMPLETION DATE</u>
073B00116L	20	January 31, 2019

Contrary to Section 108.07.02, the Engineer will begin charging calendar days for a structure on the day the Contractor starts work or sets up traffic control on that particular structure.

- 2. LIQUIDATED DAMAGES.** Contrary to the Transportation Cabinet, Department of Highway's Standard Specifications for Road and Bridge Construction, Section 108.09 (current edition), Liquidated damages of \$4,000.00 per day will be assessed the Contractor when either the allotted number of calendar days or the January, 2019 date is exceeded.

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

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

SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS

1. TRAFFIC CONTROL GENERAL

Except as provided herein, traffic shall be maintained in accordance with the 2012 Standard Specifications, Section 112. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic".

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

2. TRAFFIC COORDINATOR

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

The Traffic Coordinator shall report all incidents throughout the work zone to the Engineer on the project. The Contractor shall furnish the name and telephone number where the Traffic Coordinator can be contacted at all times.

3. SIGNS

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

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

4. TEMPORARY PAVEMENT STRIPING

Skip lines and/or solid lines through the length of the tapers for lane closures and other striping as directed by the Engineer shall be temporarily covered with 6" black removable tape. Permanent removal of all other pavement striping for traffic control shall be considered incidental to Maintain and Control Traffic. Temporary pavement striping shall be paid only once per course in accordance with Section 112.04.07. The Contractor shall replace any temporary striping that becomes damaged or fails to adhere to the pavement before dark on the day of the notification. Liquidated damages shall be assessed to the Contractor at a rate of \$500 per day for failing to replace temporary striping within this time limit.

5. PROJECT PHASING & CONSTRUCTION PROCEDURES

The Contractor shall maintain one lane of traffic on the I-24 at all times in accordance with Standard Drawing No. TTC-120 and the attached detail drawings. The clear lane width required is:

<u>Structure</u>	<u>Clear Lane Width</u>
079B00116L	12 feet

Lane closures will not be permitted Sunday December 23, 2018 through Tuesday January 1, 2019.

6. BARRIER WALL

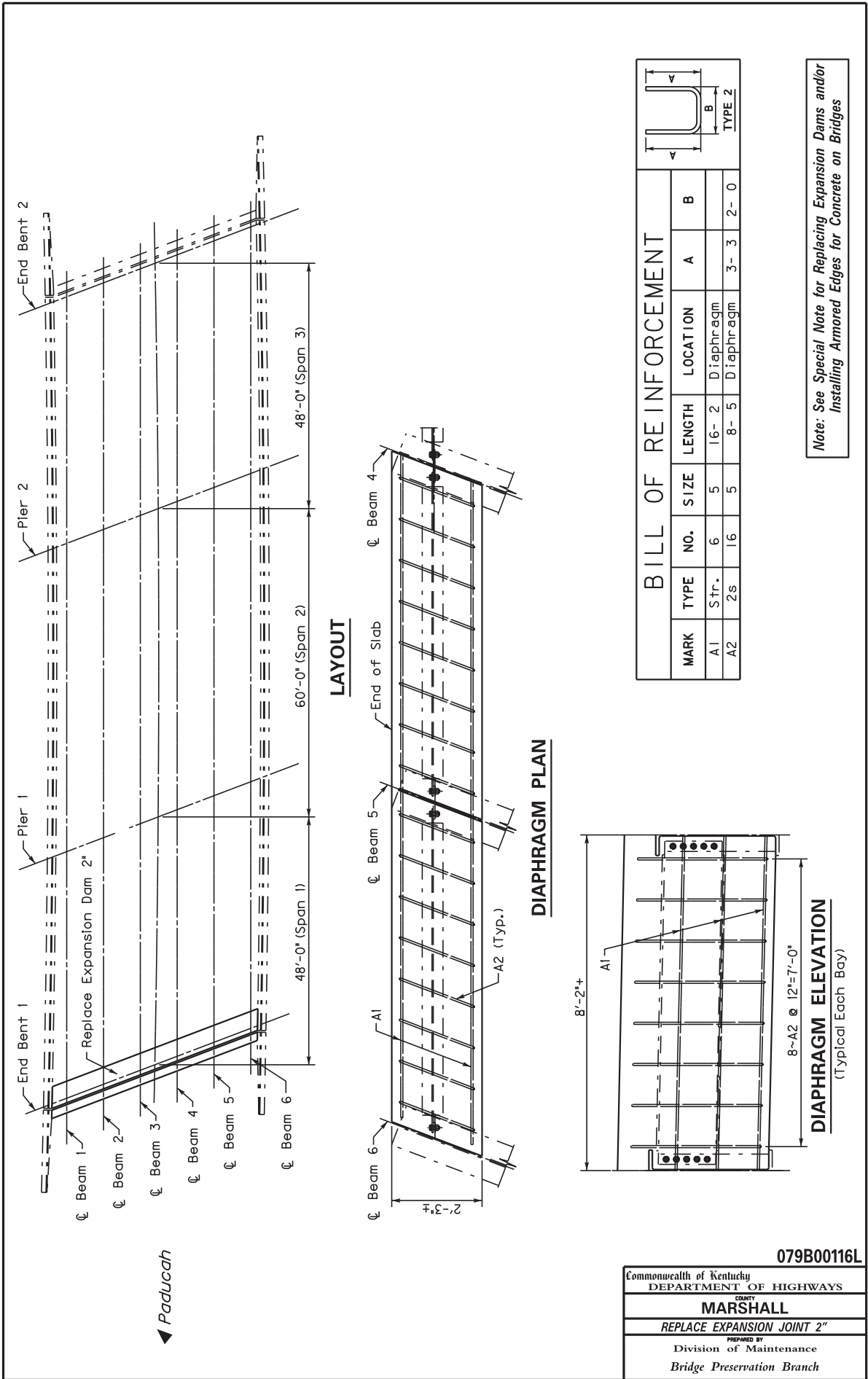
Payment of the contract unit price per linear foot for "CONCRETE BARRIER WALL TYPE 9T" shall be full compensation for furnishing, installing, maintaining, adjusting alignment as needed, removing the barrier when no longer needed, and all incidental items necessary to complete the work.

Provide one side mounted barrier wall delineator per each section of barrier. See Standard Drawing RBM-020 Current Edition for types. No direct payment allowed for delineators.

7. CRASH CUSHION / END TREATMENTS

To the satisfaction of the Engineer extend Barrier wall out of the clear zone. If Barrier wall is not extended out of the clear zone to the satisfaction of the engineer provide crash cushions / end treatments for the barrier wall.

Provide Barrier end treatments that comply with MASH-16.

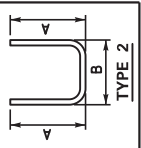


LAYOUT

DIAPHRAGM PLAN

DIAPHRAGM ELEVATION
 (Typical Each Bay)

BILL OF REINFORCEMENT							
MARK	TYPE	NO.	SIZE	LENGTH	LOCATION	A	B
A1	Str.	6	5	16-2	Diaphragm	3-3	2-0
A2	2s	16	5	8-5	Diaphragm	3-3	2-0



Note: See Special Note for Replacing Expansion Dams and/or Installing Armored Edges for Concrete on Bridges

Paducah

079B00116L

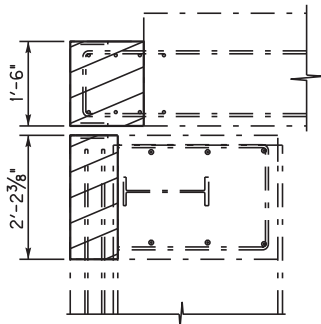
Commonwealth of Kentucky
 DEPARTMENT OF HIGHWAYS

COUNTY
MARSHALL

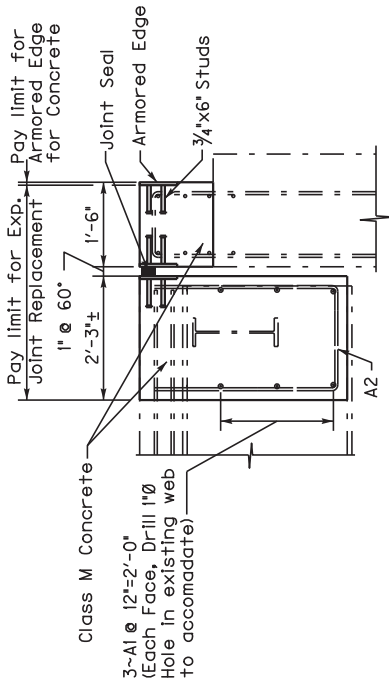
REPLACE EXPANSION JOINT 2"

Division of Maintenance
 Bridge Preservation Branch

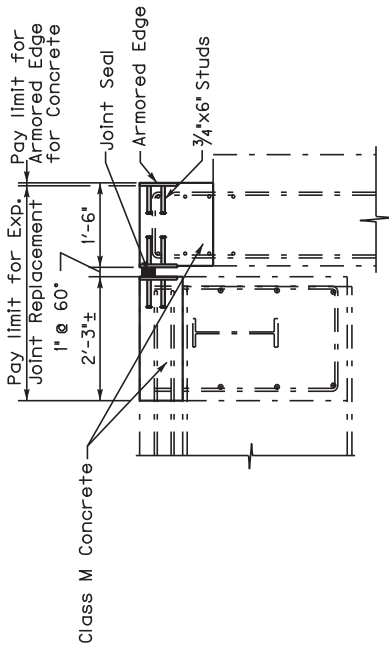
Note: Remove X-Hatched Areas of Existing Concrete & Expansion Device.



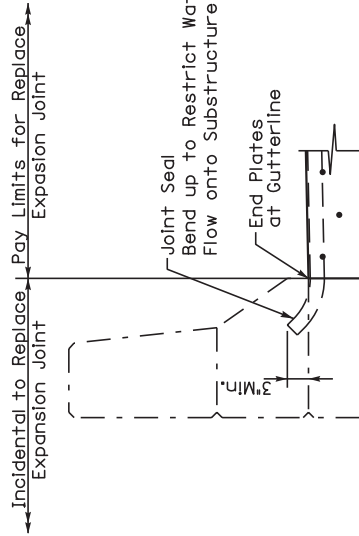
SECTION THROUGH JOINT
 (Existing)



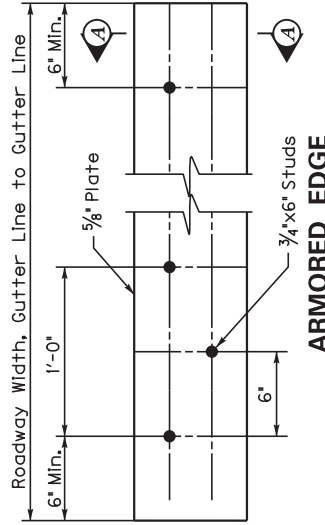
SECTION THROUGH JOINT
 (Proposed, Between Beams 4-6)



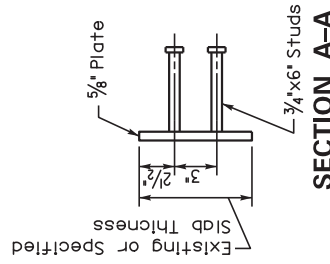
SECTION THROUGH JOINT
 (Proposed, Between Beams 1-4 and Overhangs)



SECTION THROUGH PAPANET
 (Proposed, Barrier Type)



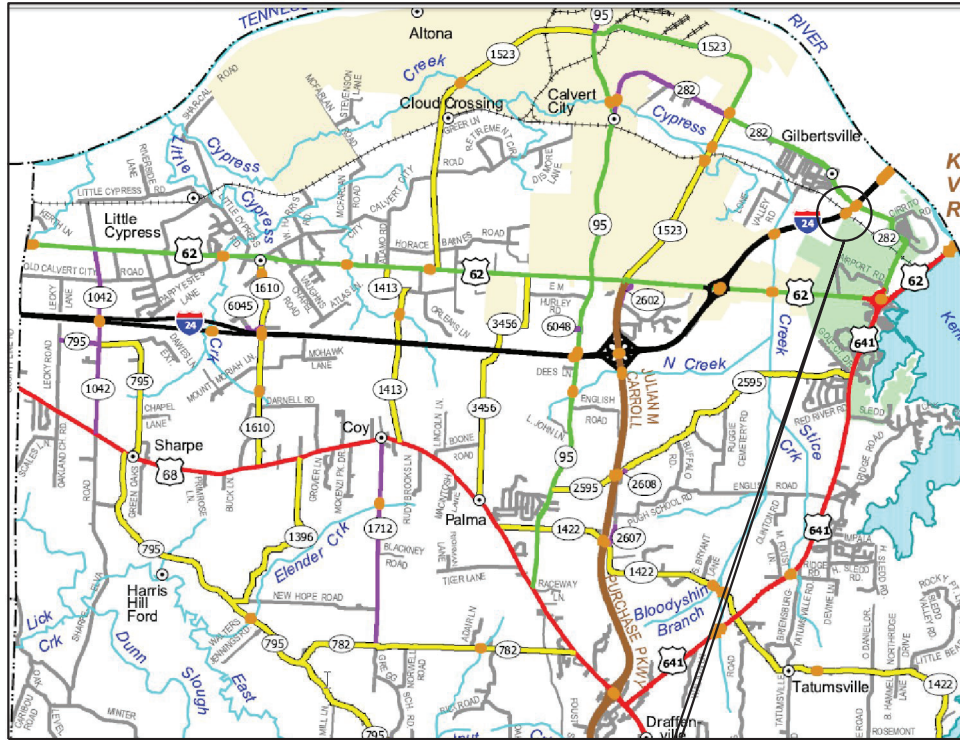
ARMORED EDGE



SECTION A-A

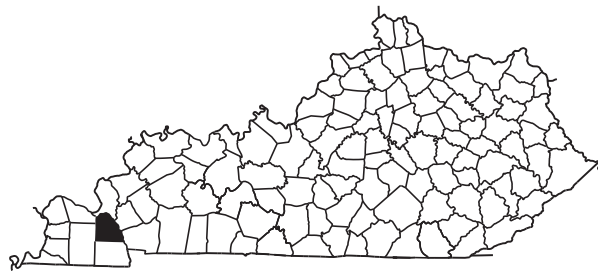
Note: See Special Note for Replacing Expansion Dams and/or Installing Armored Edges for Concrete on Bridges

079B00116L	
Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS	
COUNTY MARSHALL	
REPLACE EXPANSION JOINT 2"	
Division of Maintenance Bridge Preservation Branch	



FE02 079 0024 B00116L
I-24 over Paducah and Louisville Railroad

LOCATION MAP



079B00116L

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS
COUNTY
MARSHALL
LOCATION MAP
PREPARED BY
Division of Maintenance
Bridge Preservation Branch

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>

STANDARD DRAWINGS THAT APPLY

ROADWAY

~ BARRIERS ~

CONCRETE MEDIAN BARRIERS

DELINEATORS FOR CONCRETE BARRIERS (Payment Incidental to Barrier Wall 9T)	RBM-020 C.E.
CONCRETE BARRIER WALL 9T	RBM-115 C.E.
CRASH CUSHION IX-T	RBE-100 C.E.

TRAFFIC

~ TEMPORARY ~

TRAFFIC CONTROL

LANE CLOSURE MULTI-LANE HIGHWAY CASE II	TTC-120 C.E.
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DEVICES

POST SPLICING DETAIL	TTD-110 C.E.
ARROW PANEL	TTD-115 C.E.

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

**TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

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

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

I. APPLICATION

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

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

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

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

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

182971

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Report Date 11/8/18

Section: 0001 - BRIDGES

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	02003		RELOCATE TEMP CONC BARRIER - 079B00116L	280.00	LF		\$	
0020	02562		TEMPORARY SIGNS - 079B00116L	144.00	SQFT		\$	
0030	02650		MAINTAIN & CONTROL TRAFFIC - 079B00116L	1.00	LS		\$	
0040	02653		LANE CLOSURE - 079B00116L	2.00	EACH		\$	
0050	02671		PORTABLE CHANGEABLE MESSAGE SIGN - 0709B00116L	1.00	EACH		\$	
0060	02775		ARROW PANEL - 079B00116L	1.00	EACH		\$	
0070	02900		INSTALL TEMP CRASH CUSHION - 079B00116L	1.00	EACH		\$	
0080	03171		CONCRETE BARRIER WALL TYPE 9T - 079B00116L	280.00	LF		\$	
0090	03295		EXPAN JOINT REPLACE 2 IN - 079B00116L	42.00	LF		\$	
0100	03299		ARMORED EDGE FOR CONCRETE - 07900116L	42.00	LF		\$	
0110	06549		PAVE STRIPING-TEMP REM TAPE-B - 079B00116L	500.00	LF		\$	
0120	06550		PAVE STRIPING-TEMP REM TAPE-W - 079B00116L	2,000.00	LF		\$	
0130	06551		PAVE STRIPING-TEMP REM TAPE-Y - 079B00116L	2,000.00	LF		\$	
0140	08150		STEEL REINFORCEMENT - 079B00116L	435.00	LB		\$	

Section: 0002 - DEMOB

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0150	02569		DEMobilIZATION	1.00	LS		\$	